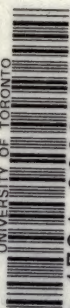


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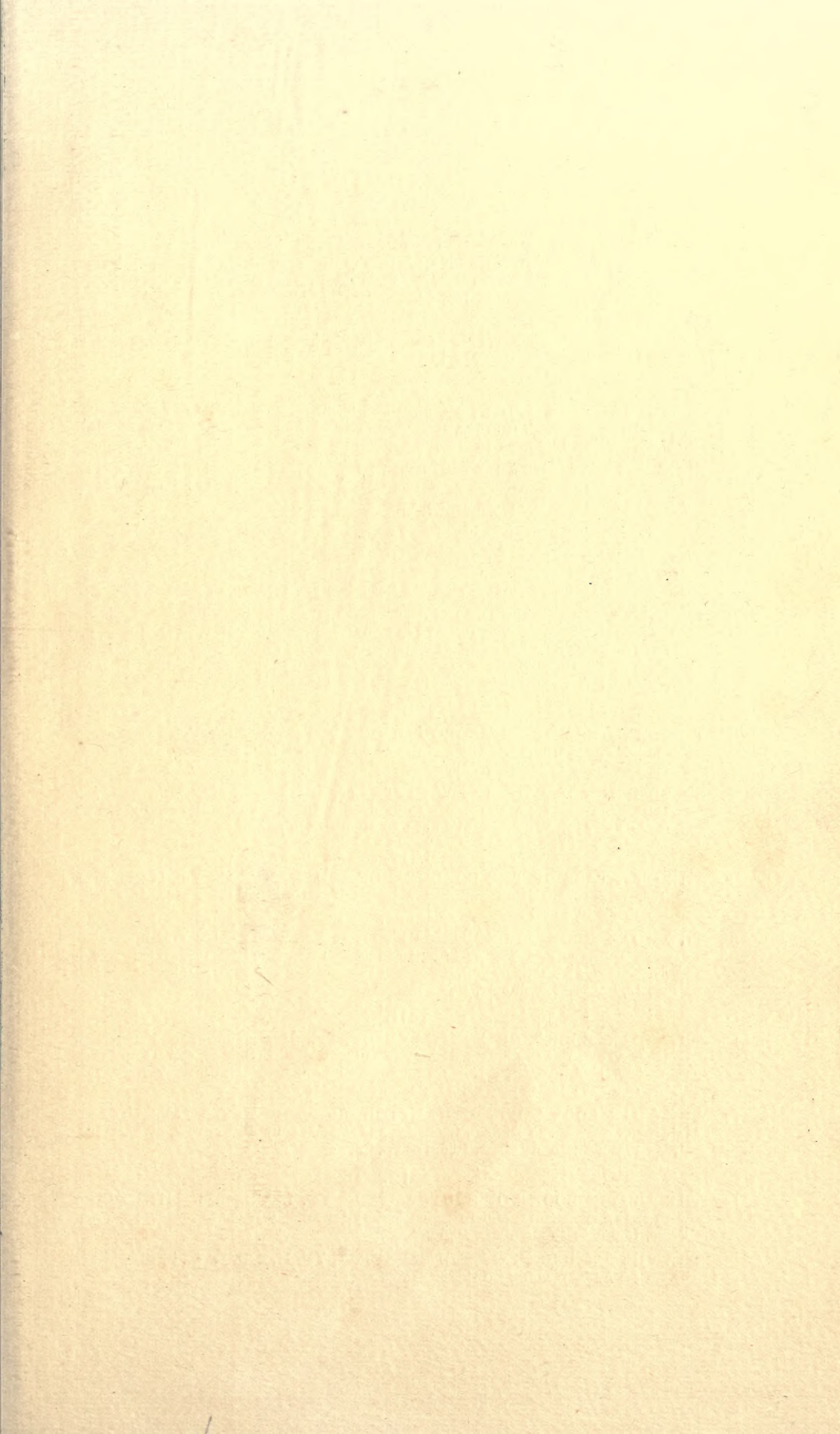
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No. 14

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H. W. GIDDEN, ESQ., M.A.

The Black Book

of

Southampton,

TRANSCRIBED AND EDITED FROM THE MS. IN THE
AUDIT HOUSE, WITH TRANSLATION,
INTRODUCTION, NOTES, ETC.,

BY

A. B. WALLIS CHAPMAN, D.Sc.

VOL. II,

c. A.D. 1414—1503.

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INTRODUCTORY NOTE.

THE deeds in the present volume have been for the most part dealt with in the Introduction to Volume I. Thus it seems advisable to postpone further general introductory notes till the third volume. Therefore I only note here the deeds in the present volume which require special attention.

A much smaller proportion of deeds in this volume consist of land conveyances and leases than was the case in Volume I. The number of these deeds shews a considerable diminution towards the end of the reign of Henry VI and during the period of the Yorkist ascendancy, when, as has been pointed out, the town records seem to have been carelessly kept. Still, these deeds continue to form the larger part of the documents enrolled in the Black Book; they include one or two curious conveyances, such as that in Fol. XXXII, in which the mother, daughter and son-in-law join to grant a lease on conditions which include a stipulation that the lessee lodges and boards the mother and her attendant in the chamber next the hall.

The two most interesting conveyances, however, are those concerning the Water Tower (Fols. L and LXVII), which give information both as to the state of the town defences and the situation of Wool House and Custom House.

Another class of documents more numerous in this volume than the last are the wills: as a general rule these appear to have been entered only when some benefit accrued to the town from them; and as in many cases these benefits only accrued conditionally on the failure of heirs, the wills are sometimes not enrolled—as in the case of the testament of Robert Florice—till some years after their execution; a circumstance which

may partly account for the increasing lack of chronological order in the middle third of the Black Book. These wills, as a general rule, contain bequests for pious purposes: a point to be noted when it is remembered that their dates vary from about 1440 to 1490, *i.e.*, they cover the period just preceding the Reformation; as a general rule, however, the town is preferred as a trustee before any religious corporation. The Priory of St. Denys or the Monastery of Beaulieu are generally only empowered to act in case the town fails in its duty. Pieces of personal property, clothes and household stuff are often mentioned in these wills; but they are chiefly concerned with the disposal of lands and tenements. Southampton burgesses by this time were by no means confining themselves to the purchase of lands in Southampton, and occasional specimens occur of the deeds of settlement by which the owner of a land outside the borough endeavoured to secure that it should be disposed of according to his will after death, though he had no power to leave it as a formal bequest.

Besides the above two documents, there are various town ordinances; one, on Fol. XLIII, concerning the town funds, has been fully dealt with in the Introduction to Volume I; there is also an ordinance concerning the Coopers' Trade (Fol. LX), avowedly modelled on that given in the Black Book, which was issued on behalf of the tailors (Vol. I, p. 97). It is noteworthy that these protective ordinances are apparently only issued on behalf of well established crafts; the idea of nourishing infant industries does not seem to have occurred to the Southampton burgesses.

Various miscellanea are as before entered in the book: there is a "Proof of Age" (Fol. XXXIV), shewing that a girl of fifteen was considered in Southampton as having arrived at years of discretion; an exemption from public service—a valuable privilege, considering the financial difficulties which seem not infrequently to have beset the mayors of Southampton; a note of a quarrel between Southampton and the Cinque Ports (Fol. LIX B)—one incident probably in the perpetual strife which existed between these boroughs; and, perhaps the most interesting of all the documents in the volume, an enrolment of the bond by which Southampton, like other English towns, pledged itself to the Intercursus Magnus. This enrolment is accompanied by the letter under the Sign Manual by which Henry VII demanded the town's assent to the treaty; and also

by the model bond which he forwarded with the letter, and of which the enrolment is a copy, names and dates of course excepted. It is noteworthy that Southampton by this bond not only promises to observe the treaty, but guarantees its observance by the king.

The question of the bearing of these deeds on the general history of Southampton will be treated in the Introduction to the third volume. Enough has been said to shew that the present volume contains matter of interest both to the economic and the political historian.

As before I must acknowledge my indebtedness to my predecessor, Miss Sims, for her excellent transcripts; to Mr. H. W. Gidden and Professor Studer for their kind criticisms and assistance; and to my brother, Mr. J. B. W. Chapman, for the time and trouble he has bestowed on the reading of the proofs, both in this volume and in the last.

A. B. WALLIS CHAPMAN.



The Black Book of Southampton.

[Summarised.]

Vol. XXIII. Southampton. King's common court, held before John Mascall, mayor, Walter Fetplace and Thomas Armorer, bailiffs, the Tuesday after the Feast of St. Hilary, 2 Henry V.¹

Benedict Wycheford² and Isabella his wife laid before the court a deed whereby they granted to Thomas Halughton,³ vicar of Holy Rood, and Roger Ryder, chaplain, all the lands, tenements, rents, services, and reversions of tenements which they possessed in the town or suburbs of Southampton, except one messuage in the parish of Saint Michael, inhabited by William Salesbury and Matilda his wife. The said Thomas and Roger and their heirs to hold these tenements, etc., of the chief lords of these fees by the customary services.

Clause of warranty.

Sealed by grantors and with mayor's seal "because our seals are unknown to many."

Witnesses : Mayor and bailiffs as above, John Benet, William Nycoll, William Overey, John Renaud, aldermen, Reymund Clyve, steward, William Sopere, William Bridlep, Peter Jamys and others.

Dated at Southampton, as above.

Acceptance by Isabella. Enrolment granted.

Livery of seisin.

¹ Tuesday, January 15th, 1415.

² *Benedict Wycheford*, bailiff 1419-23, 1430, and 1431 (Davies, *Hist. of Southampton*, p. 173). In 1429-30 he acted as the common attorney of the town in the Common Bench (*Hist. MSS. Com. Report*, XI, Appendix III, p. 137).

³ *Thomas Halughton*. This vicar does not appear in the list of vicars of Holy Rood given by Mr. J. S. Davies in his *History of Southampton*. There Thomas Teller is given as vicar in 1407, followed by Peter Osmond in 1430 (p. 369). Halughton must have come between them. He may have received the living after the Church of Holy Rood was appropriated to the Priory of St. Denys. The arrangement then was for the vicar to have a house and garden and £8 a year, and in return was to swear fidelity to St. Denys (J. S. Davies, *Hist. of Southampton*, pp. 353-4).

Fol. XXIII B. Suthamptona. Congregatione facta sive Assemblément Burgensium tenta coram Johanne Mascall tunc ibidem Maiore Johanne Beneyt, Willielmo Nycoll et Johanne Renawd eiusdem ville tunc Aldremannis Waltero Fetplace tunc ibidem Ballivo ac aliis de probioribus hominibus ville Suthamptone predictæ Die Sabbati decimo die Novembris, Anno regni regis Henrici quinti post conquestum secundo.¹

Ad hanc congregacionem sive assemblément venit Thomas Armorer Burgensis ville predictæ et protulit hic in curia coram prefatis maiore, Aldremannis, Ballivo ac ceteris de probioribus hominibus et Burgensibus eiusdem ville quasdam litteras patentes domini henrici nuper Regis Anglie quarti, quarum tenor sequitur in hec verba.² Henricus dei gratia Rex Anglie et Francie et dominus Hibernie omnibus ballivis et fidelibus suis ad quos presentes litterae pervenerint, salutem. Sciatis quod de gratia nostra speciali concessimus dilecto ligo nostro Thome Armorer de villa nostra Suthamptona quod ipse pro termino vite sue hanc habeat libertatem videlicet quod non ponatur in assisis, juratis, attinctis, inquisicionibus aut recognicionibus quibuscumque licet tangant nos vel heredes nostros et quod non fiat maior, coronator, prepositus, Ballivus, constabularius nec alius minister noster vel heredum nostrorum quicumque : et quod non fiat triator panellorum, juratarum, inquisicionum, attinctorum aut alterius persone in assisis juratis, inquisicionibus, vel attinctis posite ; et quod non fiat araiator, triator seu ductor hominum ad arma hobelariorum³ aut sagittariorum nec alius officarius vel minister nostri vel heredum nostrorum quicumque ; et quod non fiat collector, assessor seu taxator tallagiorum quorumcumque nec collector, assessor, taxator, supervisor sive contrarotulator decimarum, quintarum-decimarum aut aliorum subsidiorum seu concessionum nobis vel heredibus nostris concessorum sive concedendorum et quod non fiat custumarius, contrarotulor, scrutator, ulnator,⁴ ponderator, Tronator, supervisor nec alius Officiarius seu minister nostri

¹ Saturday, November 10th, 1414.

² Cf. the Patent Roll, 14 Henry IV, December 15th, Membrane 18.

[TRANSLATION.]

Southampton. Meeting or assembly of the burgesses held before John Mascal, then mayor there, John Beneyt, William Nycoll and John Renawd, then aldermen of the same town, Walter Fetplace, then bailiff there, and others of the good men of the aforesaid town of Southampton, on Saturday, the tenth of November, 2 Henry V.

To this meeting or assembly came Thomas Armorer, burgess of the town aforesaid, and brought hither in court before the aforesaid mayor, aldermen, bailiff, and the rest of the good men and burgesses of the same town, certain letters patent of the lord Henry the Fourth, late King of England, of which the substance follows in these words. Henry, by the Grace of God, King of England and France and Lord of Ireland, to all his bailiffs and faithful subjects to whom the present letters may come, greeting. Know that of our special grace we have granted to our dear liege Thomas Armorer, of our town of Southampton, that for the term of his life he may have this liberty, that is to say, that he shall not be placed on any assizes, juries, attaints, inquisitions or recognitions whatsoever, although they may concern us or our heirs, and that he shall not be made mayor, coroner, reeve, bailiff, constable, nor any other servant of us or of our heirs whatsoever, and that he shall not be made a tryer of panels, juries, inquisitions, attaints, or of any person placed on assizes, juries, inquisitions or attaints, and that he shall not be made commissioner of array, or tryer or leader of men-at-arms, hobblers or archers, nor any other official or servant of ours or of our heirs, and that he shall not be made collector, assessor or valuer of any tallages whatsoever, nor collector, assessor, valuer, supervisor, or controller of tenths, fifteenths or other subsidies or aids granted to us or to our heirs or about to be granted, and that he shall not be made customer, controller, searcher, alnager, weigher, troner, supervisor, nor any official or servant whatsoever of ours or

³ *Hobler*, or *hobbler*, was a light armed horse soldier—sometimes a mounted archer.

⁴ *Alnager*: the officer who tested the length and quality of woollen cloths.

Fol. XXIII B (*continued*).

vel heredum nostrorum quicumque. Et ideo vobis mandamus quod ipsum Thomam contra hanc concessionem nostram non molestetis in aliquo seu gravetis. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Westmonasterium quintodecimo die Decembris anno regni nostri quartodecimo, etc.¹ Quibus quidem litteris dicti domini nuper Regis patentibus tunc ibidem lectis, auditis et plenarie intellectis prefatus maior per assensum et concensum predictorum Aldremannorum, Ballivi, probiorum hominum et Burgensium ac totius communitatis eiusdem ville in presenti congregatione existentium, considerans quam praegravissimas occupationes, labores et vexaciones prefati Thome quam sepius circa diversas necessitates eiusdem ville per ipsum habitas et factas: ac etiam pro ceteris quam pluribus et diversis beneficiis sibi ac toti communitati dicte ville per eundem Thomam impenditis et imposterum impendendis prefati maior, Aldremanni, Ballivus, probi homines, burgenses ac tota communitas dicte ville omnes et singulas libertates et concessiones in predictis reverendissimis litteris patentibus predicti domini henrici nuper Regis Anglie quarti contentas et specificatas imperpetuum pro se et successoribus suis quantum in ipsis est ratificant et confirmant. Et quod idem Thomas eas habeat ac plene gaudeat secundum formam, vim et effectum earumdem litterarum patencium imposterum aliqua libertate seu libera consuetudine in eadem villa ante hec tempora habita possesse vel in contrarium usitata seu aliquibus aliis in aliquo non obstantibus. Et super hoc iidem maior, Aldremanni, Ballivus, probiores homines, Burgenses ac tota communitas eiusdem ville sepedictas litteras patentes secundum formam vim et effectum earumdem eas hic fecerunt inbrevari sive irrotulari ut de recordo hic videantur permansura, etc.

¹ *Sic.* December 15th, 1412.

of our heirs. And therefore we command you that you shall not injure or in any way annoy the said Thomas against this our grant. In witness whereof we have caused these our letters patent to be made. Witness myself at Westminster the fifteenth day of December, in the fourteenth year of our reign, etc. And these letters patent of the said lord the late king, being then and there read, heard and fully understood, the aforesaid mayor, by the assent and consent of the aforesaid aldermen, bailiff, good men and burgesses, and of all the community of the same town, present in this meeting, considering how heavy were the businesses, toils and cares of the aforesaid Thomas with which he has often been occupied and engaged for the diverse necessities of the same town: and also, for the rest, considering what numerous and different benefits were conferred on themselves and all the community of the said town by the same Thomas, and are about to be conferred in future: the aforesaid mayor, aldermen, bailiff, good men, burgesses and all the community of the said town ratify and confirm for ever, for themselves and their successors, the liberties and grants all and singular contained and specified in the aforesaid most honoured letters patent of the aforesaid lord Henry the Fourth, late King of England, as much as is therein. And that the same Thomas may have and fully enjoy them according to the form, force and effect of the same letters patent in future, any liberty or free custom maintained, possessed or used in a contrary manner in the same town before this time or any other customs in any way notwithstanding. And thereon the same mayor, aldermen, bailiff, good men, burgesses and the whole community of the same town have caused the oft-said letters patent to be inscribed and enrolled here according to the force, form and effect of the same, so that they may be seen to remain from the record here, etc.

[*Summarised.*]

Fol. XXIV. King's common court held before John Renawd, mayor, Thomas Regald and Robert Danyell, bailiffs, the Tuesday after the Feast of All Saints, 3 Henry V.¹

Richard Bradewey, burgess, and Alice his wife, laid before the court a deed whereby they released to William Nyewe, of Farham, in the county of Southampton, all claim to a tenement in the parish of St. Laurence, on the west side of English Street, between a tenement belonging to the Abbey of Beaulieu, now inhabited by Roger Groundy, on the south, and a tenement belonging to the Priory of St. Denis, now inhabited by John Kent, on the north. Richard Bradewey and Alicia declare themselves and their heirs excluded from all right in this tenement for ever.²

Sealed by grantors, and with mayor's seal "because our seal is unknown to many."

Witnesses: Officers as above, John Mascall, John Beneyt, William Nycoll and William Overay, aldermen, William Sopere, Walter Fetplace, Peter Jamys, Adam Mersshe,³ and others.

Dated at Southampton as above.

Acceptance by Alicia and enrolment requested.

¹ November 5th, 1415.

² Clause of warranty omitted.

³ *Adam Mersshe*, balliff 1425 and 1435. His name occurs at the second date as Adam Mershe or Boehler (Davies, *Hist. of Southampton*, p. 173). He must have died before 1444, as his wife Joan is mentioned in that year as having been *formerly* the wife of Adam Merysahe (*Hist. MSS. Com. Report*, XI, Appendix III, p. 83).

[*Transcribed and Summarised.*]

Fol. XXIV B. Curia Communis domini Regis tenta apud Suthamptonam coram Johanne Renawd tunc ibidem maiore, Thoma Regald et Roberto Danyell tunc eiusdem ville Ballivis die martis decimo septimo die Decembris, Anno regni regis Henrici quinti post conquestum tercio.¹

Ad hanc curiam venerunt Johannes White ville Suthamptone et Lucia uxor eius nuper uxor Nicholai Charles quondam ville Suthamptone, etc., et protulerunt, etc., quandam relaxacionem sive scriptum relaxacionis cuius tenor sequitur, etc.² Omnibus Christo fidelibus presens scriptum visuris, etc., Johannes Whyte, etc., et Lucia uxor mea, etc., salutem, etc. Cum nos prefati Johannes et Lucia, etc., nuper, etc., ad firmam dimiserimus Thome Sese scissori eiusdem ville totum illud tenementum nostrum situatum, etc., in parochia ecclesie Sancte Crucis in vico Anglico in occidentali parte eiusdem vici, etc.³ Habendum et tenendum totum tenementum predictum, etc., prefato Thome Sese, etc., a festo pasche Anno regni Regis Henrici quinti primo usque ad finem viginti Annorum, etc. Reddendo inde annuatim nobis prefatis Johanne et Lucie, etc., per primos quinque annos, etc., unam rosam rubeam pro omni servicio seculari. Et per alios quindecim annos, etc., annuatim triginta solidos sterlingorum prout in quibusdam indenturis inde inter nos confectis, et in curia ville predicte irrotulatis plenius continetur. Tamen Noverit universitas vestra nos prefatos Johannem et luciam pro quadam pecunie summa nobis prefatis Johanni et lucie premanibus soluta remisisse, relaxasse ac omnino pro nobis, heredibus et assignatis nostris in perpetuum quietum clamasse prefatis Thome Sese, heredibus et assignatis suis totum jus nostrum seu juris clameum que habemus, habuimus seu quovismodo in futuro habere poterimus aut potuimus in toto tenemento predicto cum suis pertinenciis, habendum et tenendum de capitalibus dominis feodi illius per servicia inde debita et de jure consueta. Ita quod nec nos prefati Johannes et lucia nec heredes, etc., aliquid juris seu clamii in tenemento predicto, etc., de cetero exigere vel vendicare poterimus in futuro set ab omni actione seu juris clameo

¹ Tuesday, December 17th, 1415.

² The following release is a summarised version of the indentures given on Fol. xxi, q.v.

The common court of the lord king held at Southampton before John Renawd, then mayor there, Thomas Regald and Robert Danyell, then bailiffs of the same town, on Tuesday, December 17th, 3 Henry V.

To this court came John White, of the town of Southampton, and Lucia his wife, late wife of Nicholas Charles, formerly of the town of Southampton, etc., and brought, etc., a certain release or writing of release of which the substance follows, etc. To all the faithful in Christ who shall see, etc., the present writing, John Whyte, etc., and Lucia my wife, etc., greeting, etc. Whereas we, the aforesaid John and Lucia, etc., have lately leased at firm to Thomas Sese, tailor, of the same town, all that tenement of ours situated, etc., in the parish of the church of Holy Rood, in English Street, on the west side of the same street, etc.: to have and to hold all the aforesaid tenement, etc., to the aforesaid Thomas Sese, etc., from Easter in the first year of the reign of King Henry the Fifth until the end of twenty years, etc. By paying thence yearly to us the aforesaid John and Lucia, etc., for the first five years, etc., one red rose for every secular service. And for the other fifteen years, etc. [by paying] yearly thirty shillings sterling, as is more fully contained in certain indentures made thereon between us and enrolled in the court of the town aforesaid. Yet let everyone know that we, the aforesaid John and Lucy, for a certain sum of money paid in ready money to us the aforesaid John and Lucy, have remitted, released and for ourselves, our heirs and assigns have completely quit-claimed for ever to Thomas Sese, his heirs and assigns, all our right or legal claim which we possess, have possessed, or in any manner can possess in future, or have been able to possess in all the aforesaid tenement with its appurtenances, to have and to hold of the chief lords of that fee by the services thence due and customary by law. So that neither we, the aforesaid John and Lucia, nor our heirs, etc., shall be able in future to exact or lay claim to any right or interest in the aforesaid tenement, etc., but from every action or claim

³ For the situation of the tenement see Fol. xxi.

Fol. XXIV B (*continued*).

inde totaliter simus exclusi in perpetuum per presentes. Et nos vero prefati Johannes et Lucia, etc., totum tenementum predictum, etc., prefato Thoma Sese, etc., contra omnes gentes warantizabimus, etc., in perpetuum, etc., per presentes. In cuius rei testimonium huic presenti scripto nostro sigilla nostra apposuiamus. Et quia sigilla nostra pluribus sunt incognita, sigillum officii maioratus ville Suthampton predictae huic apponi procuravimus. Hiis testibus, Johanne Mascall tunc maiore, etc., Johanne Beneyt, Willielmo Nycoll, Willielmo Overay, Johanne Renawd ibidem Aldremannis, Waltero Fetplace et Thoma Armorer, etc., Ballivis, Reymundo Clyve tunc ibidem senescallo, Willielmo Sopere, Willielmo Bridlep, Petro Jamys, Thoma Regald, Ricardo Pafford, Johanne Wrangy et multis aliis. Data apud Suthamptonam predictam decimo septimo die mensis Junii, Anno regni regis Henrici quinti post conquestum tercio.¹ Quo quidem scripto relaxacionis predicto publice lecto, etc., prefataque Lucia per se sola examinata et jurata, etc., fatetur scriptum predictum esse factum suum, etc., et petit illud hic inbreviari, etc. Quod tunc ibidem concessum est ei, etc., secundum consuetudinem, etc.

¹ June 17th, 1415.

at law therein we are completely excluded for ever by these presents. And we, indeed, the aforesaid John and Lucy, etc., will warrant, etc., all the aforesaid tenement, etc., to the aforesaid Thomas Sese, etc., against all persons for ever, etc., by these presents. In witness whereof we have affixed our seals to this present writing. And because our seals are unknown to many, we have caused the seal of the mayoralty of the town of Southampton aforesaid to be appended hereto. These being witnesses, John Mascal, then mayor, etc., John Beneyt, William Nycoll, William Overay, John Renawd, aldermen there, Walter Fetplace and Thomas Armorer, etc., bailiffs, Raymond Clyve, then steward there, William Sopere, William Bridlep, Peter Jamys, Thomas Regald, Richard Pafford, John Wrangy, and many others. Dated at Southampton aforesaid on the seventeenth day of the month of June, in the third year of the reign of King Henry the Fifth after the Conquest. And this writing of release aforesaid being publicly read, etc., and the aforesaid Lucia examined alone by herself and sworn, etc., declares the aforesaid writing to be her doing, etc., and asks that it may be here enrolled, etc. And this has then been granted to her, etc., according to custom, etc.

[Summarised.]

Fol. XXV. King's common court held at Southampton before John Renawd, mayor, Thomas Regald and Robert Danyell, bailiffs, on Tuesday the Feast of St. Agnes the Virgin and Martyr, 3 Henry V.¹

Robert Bartholomew, otherwise called Mayhew, and Alice his wife, daughter and heir of Thomas Appelby, late burgess of Southampton, laid before the court a deed whereby they released² to Edward Cowdray, Thomas Rothewell, John de la Ryuer, John Stergrave, Thomas Midlyngton and John Beneyt³ all claim to all the lands, tenements, rents, services, etc., in Southampton, which lately belonged to Thomas Appelby, father of the aforesaid Alice; so that the said Robert Bartholomew and Alice are excluded for ever from all claim on the said tenements.

Clause of warranty.

Sealed by grantors, and with mayor's seal "for greater safety."

Witnesses: John Renawd, mayor, Thomas Regald and Robert Danyell, bailiffs, William Overay, William Nycoll, John Mascall, William Soper, burgesses of the town, and many others.

Dated at Southampton, January 16th, 3 Henry V.⁴

Acceptance by Alice. Enrolment granted.

Fol. XXV B. Blank.

¹ Tuesday, January 21st, 1416.

² This release, unlike the majority of such documents in the Black Book, begins "Pateat universis."

³ A large part of Thomas Appelby's tenements seems to have passed to John Pole, according to the Terrier of 1455; the present grantees may have been trustees.

⁴ January 16th, 1416.

[Summarised.]

1. XXVI. Southampton. King's common court held before William Sopere, then mayor, Peter Jamys and Robert Danyell, then bailiffs, on Tuesday the Feast of St. Juliana the Virgin, 4 Henry V.¹

William Taunton, otherwise called Skynner, of Mylbroke,² and Alice his wife, laid before the court a release whereby they quit-claimed to Thomas Telere,³ clerk, all their rights in a tenement and garden, together with a gutter, and a way across the water of the same gutter, below the Niewe In; and the said tenement, etc., lies in the suburbs in the parish of All Saints on the east side of Bovebarrestrete, between a tenement lately belonging to John Denie and Agnes his wife on the north and the tenement called the Niewe In, now belonging to John Dygyll and Agnes his wife, on the south; and it stretches eastward to hoggyslond, and it is seventeen feet two inches broad. Clause excluding William Taunton and Alice from all claims on it.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty "because our seal is unknown to many."

Witnesses: Officers as above, John Benet, John Mascall, John Renawd and Thomas Armorer, aldermen, Walter Fetplace, John Estewell, John Seldere, John Dygyll, and many others.

Dated at Southampton, February 10th, 4 Henry V.⁴

Separate acceptance by Alice. Enrolment sought.

¹ Tuesday, February 16th, 1417.

² *Mylbroke* was included in the deanery of Southampton; its lord, however, was the Bishop of Winchester. It was not actually included in the borough of Southampton till 1895 (*V. C. H., Hants*, Vol. III, pp. 427-8).

³ *Thomas Telere*, clerk; presumably identical with Thomas Teller, who was said to be vicar of Holy Rood in 1422 (J. S. Davies, *Hist. of Southampton*, p. 364). Mr. Davies says that Teller became vicar in 1407 (*ib.*, p. 369), but the deed above given states that Thomas Halughton was vicar shortly after that date; and as the present deed does not allude to any office held by Telere, it seems probable that he succeeded Halughton.

⁴ February 10th, 1417.

[Summarised].

Fol. XXVI B. Southampton. The king's common court held at Southampton, before William Sopere, then mayor, Peter Jamys and Robert Danyell, then bailiffs, on the Tuesday before the Feast of St. John, before the Latin Gate, 5 Henry V.¹

Robert de Bercroft and Joan his wife laid before the court a deed of feoffment, whereby they granted to William Nycoll, burgess of Southampton, and to Richard de Towne half their tenement which they inhabit, viz., the southern half beside William Soper's tenement, together with the whole of the vault underneath the said half tenement and belonging to it by law,² and the curtilage also belonging to the same half tenement. This same half tenement Thomas Wodefeld, formerly husband of the said Joan, had left to her and her heirs by will under the name of his tenement in which he then lived. It was situated in the parish of Holy Rood on the east side of English Street, between the tenement once belonging to Nicholas Sherwynd³ and now to William Nycoll on the south, and the tenement formerly belonging to Joan Barflet, and now inhabited by the said Robert and Joan Bercroft, on the north. The aforesaid William and Richard and their heirs to hold the aforesaid half tenement, the vault and curtilage for ever of the chief lords of that fee by the customary services.

Clause of warranty by Robert and Joan and Joan's heirs.

Sealed by the grantors, and with the mayor's seal "because our seal is unknown to many."

Witnesses: Officers as above, John Benet, John Mascal, John Renawd and Thomas Armorer, aldermen, Simon Mone, steward, Thomas Midlyngton, William Ravenston, Walter Fetplace, Thomas Belle, Benedict Wycheford, John Whetonhulle, Peter Pyras, and many others.

Dated at Southampton, April 27th, 5 Henry V.⁴

¹ Tuesday, May 4th, 1417.

² "ad eandem medietatem . . . de jure pertinenti."

³ *Nicholas Sherwynd*, bailiff 1370, Parliamentary burgess 1388 (Davies, *Hist. of Southampton*, pp. 172 and 201).

⁴ April 27th, 1417.

Fol. XXVI B (*continued*).

Also Robert de Bercroft and Joan laid before the court another deed of feoffment, whereby they granted to William Nycoll and Richard de Towne all that tenement called Suttonesplace within the liberties of Southampton, lying in the demesne of Shirley, with all its lands, meadows, woods, pastures, moors, marshes, etc., and a meadow called le Broke in Totton, with all their appurtenances both in the suburbs and the town of Southampton, as well as in Shirley and Totton. William and Richard, their heirs and assigns, to hold Suttonesplace, le Broke, etc., for ever of the chief lords of the fee by the customary services.

Clause of warranty by Richard and Joan de Bercroft and Joan's heirs.

Scaled as above.

Date and witnesses as above.

Separate acceptance by Joan of both the above deeds.

Enrolment granted and seisin delivered.

[Summarised.]

Fol. XXVII. Southampton. King's common court held before William Nycoll, mayor, Peter Jamys and Robert Danyell, bailiffs, the Tuesday after the Feast of St. Hillary, 5 Henry V.¹

Peter Pyras, burgess of Southampton, and Alice his wife, laid before the court a deed whereby the said Peter Pyras and his wife Alice, who was executrix of the will of John Bygard, late burgess of Southampton, by the authority of the same will dated at Southampton, the Monday before the Feast of the Assumption of the Virgin, 1397,² had sold to Thomas Frelond, burgess, and Alice his wife,³ a toft of land, cellar and vaulted oven built beneath the same toft, all lying in the parish of St. Michael, on the west side of French Street, between a tenement belonging to Benedict Wycheford and Isabella his wife on the north, and a messuage belonging to God's House on the south: Thomas and Alice Frelond, their heirs and assigns, to hold the said toft, etc., of the capital lords of the fee by the customary services.

Sealed by the grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: Officers as above, John Benet, John Mascall, William Sopere and Thomas Armorer, aldermen, John Seldere, steward, William Overey, Adam Blake,⁴ Richard Pafford, Jurdan Browning, George Usk, John Pykot,⁵ Gilbert Moygne, and many others.

Dated at Southampton, January 10th, 5 Henry V.⁶

Separate acceptance by Alice. Enrolment granted.

Seisin delivered.

¹ Tuesday, January 18th, 1418.

² Monday, August 13th, 1397.

³ *Thomas Frelond and Alice his wife.* Thomas Frelond's name occurs frequently as a trader. He exported cloth and imported wine (K. R. Customs a/c, 5-6 Henry IV, 139/7; and Port Book, 1428). It is interesting to note that "Alls Frelond" is mentioned as trading in iron in 1428 (Port Book). Frelond was bailiff in 1420-22, and mayor in 1425 (J. S. Davies, *Hist. of Southampton*, p. 173).

⁴ *Adam Blake* was a collector of small tolls at the Bargate in 1429-30 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 136).

⁵ *John Pykot* is perhaps the same as the John Pykot who in 1406 was master of a ship called "La Alice," of Southampton, and who was ordered to secure thirty-six sailors for the "governance of the said ship" in Southampton (*Pat. Rolls Cal.*, 1406, p. 234).

⁶ January 10th, 1418.

[Summarised.]

Fol.
XXVII B.

At the king's common court held before John Benet, mayor, Thomas Regald and Robert Danyell, bailiffs, the Tuesday after the Feast of St. Edmund the King, 6 Henry V.¹

Thomas Midlyngton and Margaret his wife laid before the court an indented deed whereby they granted to William Payn, mariner,² a tenement opposite Bolehalle in Bolstreet in the parish of St. Michael, between a tenement formerly belonging to Thomas Appilby on the south and a lane called Beneyteslane, otherwise Forstislane,³ on the north, and stretching from Bolestreet on the west to the tenement of John Briton on the east: to be held for ever of the chief lords of the fee by the customary services; and for twenty years William Payn is to pay to Thomas Midlyngton and Margaret sixty shillings sterling a year, paid quarterly. A distress may be levied if at any quarterly term the rent is fifteen days in arrear, and a year's arrears entitle the grantors to re-seize the property into their own hands.

Indentures sealed by feoffators and feoffee and with the town's seal for greater safety.

Witnesses: John Benet, mayor, Thomas Belle and Robert Danyell, bailiffs, John Estwelle, steward, William Soper, William Nicholl, John Mascall, William Overey, aldermen, and others.

Dated at Southampton the morrow of St. Michael the Archangel, 6 Henry V.⁴

Acceptance by Margaret.

Seisin given.

¹ November 22nd, 1418.

² *William Payn*, mariner; exported wine, honey, and cloths in the "Christopher of Hampton" in 1428. He also exported salmon (Port Book, 1428). In 1428 he received a licence jointly with William Soper to export wine and salt to Ireland in a ship called the "Katerne" (*Pat. Rolls Cal.*, 1426, p. 329).

³ *Beneyteslane*, otherwise *Forstislane*. The Southampton maps from 1611 onwards all show a street running from the West Gate to Bugle Street just north of Bugle Hall, which is usually called Westgate Street, and then continuing from Bugle Street to French Street and from French Street to High Street. This continuation of Westgate Street is presumably Beneyteslane. In the map of 1844 it is called Vyse Lane between Bugle Street and French Street, and Brewhouse Lane between French Street and High Street.

⁴ September 30th, 1418.

[Summarised.]

Fol. XXVIII. At the king's common court at Southampton before John Benet, mayor, and Thomas Regald, bailiff, the Tuesday after the Feast of the Conception of the Virgin, 6 Henry V.¹

Robert Danyell, burgess of Southampton, and Alicia his wife, laid before the court a deed of feoffment whereby they granted to Thomas Halughton, Vicar of Holy Rood, and Thomas atte Mylle, chaplain, and their heirs, etc., of Southampton, a tenement with a shop, a cellar under the shop and garden, in the parish of Holy Rood, on the west side of English Street, between a tenement formerly belonging to Nicholas Langstoke on the north and a shop formerly belonging to John Cosyn, a tenement formerly belonging to Henry Manton, and William Burnham's garden on the south: which shop, cellar and garden stretch westward from English Street to a garden belonging to God's House, and a skeling² belonging to John Daye; to be held of the chief lords of the fee for ever by the customary services.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty, "because our seals are unknown to many."

Witnesses: John Benet, mayor, William Nycoll, William Soper, William Overey and John Mascal, aldermen, Thomas Regald, bailiff, Walter Fetplace, Benedict Wychford, Peter Jamys and others.

Dated at Southampton the Sunday after the Feast of the Conception of the Virgin, 6 Henry V.³

Separate acceptance by Alicia.

Seisin delivered.

¹ Tuesday, December 13th, 1418.

² *Skeling*: probably a shed or penthouse (see "skiling," a shed, in the *Glossary of Hampshire Words*, published by the English Dialect Society, Sir William Cope, ed.).

³ Sunday, December 11th, 1418.

[Summarised.]

Fol.
XXVIII B. At the king's common court before John Benet, mayor, Thomas Regald and Robert Danyell, bailiffs, on the Tuesday before St. Petronilla's Day, 7 Henry V.¹

Robert Moryng, of Southampton, and Joan his wife, laid before the court a deed of feoffment whereby they granted to Master Roger Whelpedale and Master Walter Belle, clerks, and their heirs, etc., a tenement with a garden formerly belonging to Hugh Totryche, in the parish of All Saints, on the west side of English Street, between a tenement belonging to the Hospital of St. Julian, inhabited by William Burnham, on the south, and another tenement belonging to the same hospital, inhabited by John Norman, on the north; to be held for ever of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: Officers as above, William Soper, William Nycoll, John Mascall and William Overey, aldermen, Thomas Midlyngton, Walter Fetplace, Peter Jamys, Thomas Hayne, and others.

Dated at Southampton the Saturday after the Feast of St. Augustine, 7 Henry V.²

Acceptance by Joan and enrolment.

Seisin delivered.

¹ Tuesday, May 30th, 1419.

² Saturday, May 27th, 1419.

[*Summarised.*]

Fol. XXIX. King's common court held at Southampton before John Benet, mayor, Thomas Regald and Robert Danyell, bailiffs, the Tuesday after the Exaltation of the Cross, 7 Henry V.¹

William Curteys, otherwise Tangle, and his wife Cristina, laid before the court a release, which they had executed in favour of John Estewelle, burgess of Southampton, and his heirs, etc., whereby they quit-claimed all claims to a tenement and garden in the parish of St. Michael, on the west side of French Street, between the shops of Thomas Hampton on the south and the tenement of William Overay on the north.

Clause of warranty.

Sealed by William Curteys and Cristina, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses : Officers as before (no aldermen specified), Thomas Midlyngton, William Sopere, William Nycoll, Thomas Armorer and others.

Dated at Southampton as above.

Acceptance by Cristina and enrolment.

¹ Tuesday, September 19th, 1419.

[Summarised.]

Fol. XXIX B. The king's common court held at Southampton before Walter Fetplace, mayor, John Selder and Benedict Wychford, bailiffs, the Tuesday after the Feast of St. Luke the Evangelist, 7 Henry V.¹

John Haywode, son and heir of Thomas Haywode, formerly burghess of Southampton, and Isabella his wife, laid before the court a deed whereby they executed a release in favour of John Benet, burghess of Southampton, and his heirs, etc., of all claim to a tenement in the parish of St. Michael, on the west side of "Frensshestrete," between "Forsteslane" on the south and the shops and a vacant place or garden belonging to the warden of St. Julian, called "Goddeshows," on the north.

Clause of warranty.

Sealed by John and Isabella Haywode, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: Officers as above, and Adam Mersh, steward (no aldermen specified), John Mascal, Thomas Armorer, Peter Jamys, Thomas Frelond, John Pycot and others.

Dated as above.

Separate acceptance by Isabella.

Enrolment granted.

¹ Tuesday, October 24th, 1419.

Fol. XXIX B (2).

[Summarised].

The king's common court held at Southampton before John Mascall, mayor, Benedict Wychefort and Thomas Frelond, bailiffs, the Tuesday after the Feast of St. Thomas, 8 Henry [? V].

William Burnham, of Southampton, and Isabella his wife, laid before the court a release in favour of John Selder, burgess of Southampton, and his heirs, etc., of all claims to a messuage in St. Michael's parish, on the east side of French Street, between a tenement of the grantors', formerly John's, late husband of the said Isabella, on the north, and a lane called the Halveknyghteslane, otherwise "la Smalelane," on the south. Also they remit all claims to a garden outside the walls, on the north side of Estret, in St. Mary's parish, between Thomas Marleburgh's messuage on the west and that of the Precentor of the church of St. Mary on the east. Both messuage and garden thus released, William Burnham recently bought of William Pershute, junior, of Forstebury in Wiltshire.

Clause of warranty.

Sealed by William and Isabella, and with the seal of the mayoralty "for greater security."

Witnesses: John Mascall, mayor, Thomas Frylond and Benedict Wycheford, bailiffs, William Overa,² William Nicholl, Richard Pafford, John Pycot, Adam Blake and others. No aldermen specified.

Dated at Southampton, 17th of December, 8 Henry V.³

Separate acceptance by Isabella and enrolment granted.

¹ Tuesday, December 24th, 1420. The regnal number is not given in the original; but handwriting and names suggest that it is near the date of Fols. xxix b and xxx.

² *Sic*.

³ December 17th, 1420. The regnal number is given in this instance.

[Summarised.]

Fol. XXX. King's common court held at Southampton before John Mascall, mayor, Benedict Wychford and Thomas Frelond, bailiffs, on Tuesday, November 5th, 8 Henry V.¹

William Carier, otherwise William Reygate, citizen of Winchester and burgess of Southampton, and his wife Alice, laid before the court a deed whereby they released to Henry Baron, burgess of Southampton, and his heirs, etc., all claims in two shops with three roofs and a vault underneath, situated in the parish of St. Michael, on the east side of French Street, between the tenement belonging to Thomas Armorer, now inhabited by Robert Goodale, on one side, and another tenement belonging to the same Thomas, now inhabited by John Fraunceis, on the other.

Clause of warranty.

Sealed by grantors and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: Officers as above, Thomas Wintirbourne, steward, William Nycholl, William Soper, William Overey, Adam Merissh, William ledys, Nicholas Trymenell,² Nicholas Swathelyng, John Kent and others.

Dated at Southampton, November 4th, 8 Henry V.³

Acceptance by Alice.

Enrolment granted.

¹ Tuesday, November 5th, 1420.

² *Nicholas Trymenell*, searcher at Southampton in 1411. He was accused of concealing and withholding forfeitures and other goods due to the king. Thomas Midlyngton was one of the commission appointed to inquire into the matter (*Pat. Rolls Cal.*, 1411, p. 377).

³ November 4th, 1420.

[Summarised.]

Fol. XXX B. King's common court held at Southampton before John Mascall, mayor, Thomas Frelond and Benedict Wychford, bailiffs, 21st January, 8 Henry V.¹

John Porter, of Brembleshawe in the New Forest, and Margery his wife, daughter and heir of John Franke, late of the New Forest, laid before the court a deed whereby they granted to William Wygant, burgess of Southampton, and his heirs, etc., a garden lying in the suburb of Southampton, on the south side of Estrete in the parish of St. Mary, between William Reygate's tenement and garden on the west and a garden held by Robert Padewell on the east; and the garden granted stretches south from Estrete to the arable croft belonging to John Flemyng²; also they grant to Wygant another garden, in the same suburb and parish, on the west side of the street called Baggerewe,³ between Thomas Hampton's tenement on the north and Thomas Marleburgh's, formerly John Polymond's, tenement on the south. To be held of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors; no mention of town seal.

Witnesses: John Mascall, mayor, William Nycoll, William Overey, John Renawd and Walter Fetplace, aldermen, Thomas Frelond and Benedict Wychford, bailiffs, Peter Jamys, Thomas Belle, John Selder, Henry Baron and others.

Dated at Southampton, 20th January, 8 Henry V.⁴

Usual note of separate acceptance by the wife (Margery) and of enrolment added in different ink.

¹ January 21st, 1421.

² *John Fleming*, probably the son of Benet Fleming, is among the persons exporting wine from Southampton (Port Book, 1428). He is, however, described not as a merchant but as a "gentleman" when he was sued for trespass in 1431 (*Pat. Rolls Cal.*, 1431, p. 165). He seems to have been a turbulent person. In 1448 a commission was issued to enquire into oppressions and extortions alleged to have been committed by him in Southampton; and he is perhaps to be identified with the John Fleming, Recorder of Southampton, who was said to have disturbed God's House in the possession of its land (Chancery Proceedings, Bundle 16, No. 597). He was also accused of joining with Peter and Andrew Janys to disfranchise a certain Thomas White who had pursued writs in Chancery against the town ordinances (*ib.*, No. 352). Despite these various accusations he was given a grant of exemption from municipal duty in 1446 (*Pat. Rolls Cal.*, 1446, p. 443).

³ *Baggerewe*, or *Bradeweys*, is possibly the same as the northern continuation of Orchard Street. It contained a holding known as Kyngeslonds (Ancient Deeds, Vol. I, B. 260). It continued under the name of Bag row down to the eighteenth century (J. S. Davies, *Hist. of Southampton*, p. 242).

⁴ January 20th, 1421.

[Summarised.]

Fol. XXXI. King's common court held at Southampton before John Mascall, mayor, Thomas Frelond and Benedict Wycheford, bailiffs, on the Tuesday after the day of the Exaltation of the Cross, 9 Henry V.¹

Benedict Wychefort and Isabella his wife laid before the court a release executed by them in favour of William Newe and Cristina his wife, and the heirs of the said William, of all claims on a tenement and garden in the parish of Holy Rood, on the east side of English Street, between a tenement of John Popham, knight,² on the north, and a tenement of John Fysmark, now held by John Lange,³ "cordewaner," on the south.

Clause of warranty.

Sealed by the grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: John Mascall, mayor, Thomas Freland, bailiff, aldermen as in the last deed, William Sopere, Peter Jenys, Thomas Regald and others.

Dated at Southampton as above.

Acceptance by Isabella.

Enrolment granted.

¹ Tuesday, September 16th, 1421.

² *Sir John Popham* was constable of Southampton in 1415, and in that capacity was put in charge of the Earl of Cambridge and the fellow conspirators of the latter, when they were arrested at Southampton (J. S. Davies, *Hist. of Southampton*, p. 82). He sailed with Henry V for France, and acted as Chancellor of Anjou and Maine under Bedford. On his return he sat in Parliament for Hampshire in 1449 and died about 1463 (*Dic. Nat. Biog.*).

³ *John Lange*, "cordewaner." The cordwainers seem to have been an important trade in Southampton in the fifteenth century, as a cordwainers' guild existed in 1468 (J. S. Davies, *Hist. of Southampton*, p. 273).

[Summarised].

Fol. XXXI B. King's common court held at Southampton before John Mascall, mayor, Thomas Frelond, bailiff, the Tuesday after the Feast of the Exaltation of the Cross, 9 Henry V.¹

Benedict Wychefort and Isabella his wife laid before the court a deed of feoffment whereby they granted to Thomas Halughton, vicar of Holy Rood, and Thomas Atte Mylle chaplain of the same church, and their heirs, etc., a messuage and garden in the parish of All Saints, in a suburb of Southampton, lying on the west of Bovebarrestrete, between a tenement of Thomas Armorer's on the north and a vacant plot of garden also belonging to Armorer on the south; and stretching westward from the street to a piece of land belonging to Thomas Armorer; to be held of the chief lord of that fee by the customary services.

Clause of warranty.

Seals and witnesses as in last deed.

Date as above.

Separate acceptance by Isabella. Enrolment sought.

¹ Tuesday, September 16th, 1421.

[Summarised.]

Fol.
CXXIII.

King's common court held at Southampton before Thomas Belle, mayor, William Sopere, William Nycoll, Walter Fetplace and John Selder, aldermen, John Emery and Benedict Wycheford, bailiffs, on the Tuesday before the Feast of St. Barnabas the Apostle, 9 Henry VI.²

Roger Kyde (or Kydde) and Agnes his wife laid before the court a deed whereby they granted a release in favour of Robert Walweyn, Rector of St. Laurence,³ Southampton, and John Kent, senior, burgess and butcher of the same town, and their heirs, etc., of all claims to a tenement and garden situated in the parish of St. Laurence, on the east side of English Street, between a tenement recently Richard Bradeweys, now held by Ralph Chamberlayn,⁴ on the south, and a tenement of the Prior and Convent of St. Denys on the north, and stretching eastward from English Street to a certain garden, formerly Richard Bradeweys, and now held by Ralph Chamberlayn.

Clause of warranty.

Sealed by grantors.⁵

Witnesses: Mayor, bailiffs and aldermen as above; also Robert Aylward,⁶ steward, and John Wodeford, Adam Mersshe, Ralph Chamberlayn, Robert Geffrey, John Flete and many others.

Dated at Southampton, 4th June, 9 Henry VI.⁷

Separate acceptance by Agnes. Enrolment granted.

Fol.
XXXIII B. Blank.

¹ The order of the folios has been altered here for convenience in printing.

² Tuesday, June 5th, 1431.

³ *Robert Walweyn, Rector of St. Laurence.* The patronage of the Church of St. Laurence belonged at this time to the Priory of St. Denys (J. S. Davies, *Hist. of Southampton*, p. 371). Robert Walweyn appears in the list of rectors as succeeding William Oliver (*ib.*, p. 380).

⁴ *Ralph Chamberlayn*, bailiff in 1433 (J. S. Davies, *Hist. of Southampton*, p. 173).

⁵ No mention of sealing with the town seal.

⁶ *Robert Aylward*, bailiff in 1433, mayor in 1436, 1441, 1442, 1449 and 1463 (J. S. Davies, *Hist. of Southampton*, pp. 173-4). As mayor he was commissioned with Fetplace and others to enquire into the seizure of goods in Southampton Harbour belonging to the Genoese and Hanse merchants in 1437 (*Pat. Rolls Cal.*, pp. 85-6). Like other Southampton merchants, he traded in wine (Port Book, 1428).

⁷ June 4th, 1431.

[*Transcribed and Summarised.*]

Fol. XXXII. Suthamptona. Curia communis domini Regis tenta apud Suthamptonam coram Thoma Belle tunc ibidem maiore, Johanne Selder et Benedicto Wycheford, eiusdem ville tunc Ballivis, die martis proximo ante festum Sancti Martini Episcopi anno regni regis Henrici sexti post conquestum secundo.¹

Ad hunc diem ad hanc curiam venerunt, etc., Walterus Fetplace² burgensis ville Suthamptone ac Alicia uxor ejus et protulerunt, etc., quasdam indenturas scriptas et sigillatas, quarum tenores sequuntur, etc. Hec indentura testatur quod Cristina que fuit uxor Johannis Cosyn nuper Burgensis ville Suthamptone et Walterus Fetplace burgensis eiusdem ville ac Alicia uxor eius nuper filia eiusdem Johannis, etc., ad firmam dimiserunt Waltero Legat comburgensi ville predictæ et Isabelle uxori eius totum illud tenementum cum gardino adjacenti et suis pertinenciis, situatum, etc., in parochia ecclesie sancte Crucis in vico Anglico in occidentali parte eiusdem vici inter tenementum Agnetis Langstoke ex parte australi et tenementum prioris et conventus Sancti Dionisii juxta Suthamptonam, quod Michael Mychelet inhabitat ex parte boriali, etc., et tenementum quod Thomas Frelond inhabitat ex parte occidentali. Una camera, viz., alta camera proxima aule eiusdem tenementi in parte occidentali aule predictæ cum libero introitu et exitu ad eandem ac aliis aisiamentis in ceteris domibus eiusdem tenementi pro usu et comodo prefate Cristine sibi necessariis et oportunis in omni tempore necessitatis duntaxat eidem Cristine durante vita sua reservatis et exceptis, habendum et tenendum totum tenementum predictum, etc., exceptis preexceptis in forma predeclarata Waltero Legat et Isabelle, etc., a data presentium usque ad finem quadraginta annorum extunc proxime sequentium, etc. Reddendo inde annuatim eidem Cristine durante vita sua viginti solidos sterlingorum, etc., et post decessum eiusdem Cristine, reddendo inde annuatim prefato Waltero Fetplace et Alicie durante toto termino predicto viginti sex solidos et octo denarios sterlingorum, etc. Ac predicti Walterus Legat et Isabella, etc., totum tene-

¹ Tuesday, November 9th, 1423.

² *Walter Fetplace*. There were several of this name. The present is perhaps identical with the Walter Fetplace who was balliff in 1414 and mayor in 1426, 1432, 1439 and 1443-4 (J. S. Davies, *Hist. of Southampton*, pp. 173-4). A Walter Fetplace appears as a merchant and draper about this period (*Pat. Rolls Cal.*, 1427, p. 272; 1431, p. 165). In 1428 he imported wine and canvas in the "Katherine

Southampton. Common court of the lord king held at Southampton before Thomas Belle, then mayor there, John Selder and Benedict Wycheford, then bailiffs of the same town, on the Tuesday next before the Feast of St. Martin the Bishop, in the second year of the reign of King Henry the Sixth after the Conquest.

On this day and to this court came, etc., Walter Fetplace, burgess of the town of Southampton, and Alice his wife, and brought, etc., certain indented and sealed writings of which the substance follows, etc. This indenture witnesseth that Cristina, who was the wife of John Cosyn, late burgess of the town of Southampton, and Walter Fetplace, burgess of the same town, and Alice his wife, daughter of the same John, etc., have leased at firm to Walter Legat, co-burgess of the aforesaid town, and Isabella his wife, all that tenement with a garden adjacent and its appurtenances situated, etc., in the parish of the church of Holy Rood in English Street, on the west side of the same street, between the tenement of Agnes Langstoke on the south, and a tenement belonging to the prior and convent of St. Denys by Southampton, which Michael Mychelet inhabits, on the north, etc., and the tenement which Thomas Frelond inhabits on the west. There being reserved and excepted one chamber, namely, the high chamber next the hall of the same tenement on the west of the aforesaid hall, with free entrance and exit to the same, and other easements in the remaining buildings of the same tenement, for the use and accommodation of the aforesaid Cristina, necessary and suitable to her, at every needful occasion of the same Cristina during her life: to have and to hold all the aforesaid tenement, etc., the aforesaid exceptions being excepted in the afore-declared form, to Walter Legat and Isabella, etc., from the present date until the close of forty years then following, etc., by paying thence yearly to the same Cristina, during her life, twenty shillings sterling, etc., and after the death of the same Cristina by paying thence yearly to the aforesaid Walter Fetplace and Alice, etc., during all the aforesaid term, twenty-six shillings and eight pence sterling, etc. And the aforesaid Walter Legat and Isabella, etc., will repair,

of Seton," fifty tins of wax as well as wine and canvas in the "John of Hampton," forty quarters of corn in another ship, oil and wine in other vessels, and fruit from Lisbon; and sent out cloth (Port Book, 1428). In 1434 he had five tons of oil in a Genoese carrack which was plundered by the men of Fowey (*Pat. Rolls Cal.*, p. 352), and in 1440 he was licensed to export a hundred sacks of wool beyond the Straits of Morocco—a mark of his expanding trade (*ib.* 1440, p. 397).

Fol. XXXII (*continued*).

mentum predictum, etc., sumptibus et expensis suis propriis reparabunt sustentabunt et manutenebunt, etc., quotiens et quantum necesse fuerit durante toto termino predicto. Ac predicti Walterus Legat et Isabella, etc., invenient et exhibebunt eidem Cristine ac uni puelle servienti eidem Cristine bene, honeste et sufficienter totum victum suum in esculento et poculento totiens quotiens necesse fuerit durante vita sua. Et si contingat dictum redditum viginti solidorum, etc., durante vita eiusdem Cristine aut dictum redditum viginti sex solidorum et octo denariorum post decessum dicte Cristine, durante toto termino predicto aretro fore, etc., per quindecim dies post aliquem terminum, etc., quo solvi debeat, extunc bene licebit prefate Cristine et assignatis suis durante vita sua ac prefatis Waltero Fetplace et Alicie, etc., et assignatis eorum post decessum dicte Cristine, etc., dictum tenementum, etc., intrare et distringere et districciones ibidem inventas capere, etc., ac penes se retinere quousque eis de redditu et arreragiis, etc., plenarie fuerit satisfactum. Et si contingat Walterum Legat et Isabellam, etc., deficere in reparacione tenementi, etc., extunc bene licebit eidem Cristine ac Waltero Fetplace et Alicie, etc., dictum tenementum, etc., reintrare et reseisire ac in pristino statu suo rehabere et possidere hac dimissione in aliquo non obstante. Et prefati Walterus Fetplace et Alicia, etc., et executores sui tenentur et firmiter obligentur per presentes solvere prefato Waltero Legat et Isabelle, etc., seu eorum uni qualibet septimana a data presentium durante tota vita eiusdem Cristine duos solidos sterlingorum. Et prefati Cristina, Walterus Fetplace et Alicia, etc., heredes et executores eorum dictum tenementum, etc., prefatis Waltero Legat et Isabelle, etc., contra omnes gentes warantizabunt, etc., durante toto termino predicto modo et forma predeclarata pro redditu et oneribus predictis. Tamen volunt, etc., prefati Walterus Legat et Isabella, etc., quod si contingat ipsos Walterum Legat et Isabellam, etc., obire ante finem, etc., quadraginta annorum, etc., quod tunc statim post eorum obitum bene licebit eisdem Cristine Waltero Fetplace et Alicie, etc., dictum tenementum, etc., in pristino statu suo rehabere, etc. In cuius rei testimonium partes predicta partibus harum indenturarum alternatim sigilla sua apposuerunt. Datum apud Suthamptonam predictam die lune in festo Omnium Sanctorum¹ anno regni regis Henrici sexti

Fol.
XXXII B.

¹ Monday, November 1st, 1423. No names of witnesses are given.

maintain and sustain, etc., at their own cost and expense all the aforesaid tenement, etc., as often and to as great extent as shall be necessary during the whole term aforesaid. And the aforesaid Walter Legat and Isabella, etc., shall well, honestly and sufficiently find and provide for the same Cristina and for one girl serving the same Cristina, all their provision for eating and drinking as often as shall be necessary during her life. And if it happens that the said rent of twenty shillings, etc., during the life of Cristina, or the said rent of twenty-six shillings and eight pence after the death of the said Cristina, during all the aforesaid term, should be in arrear, etc., for fifteen days after any term, etc., at which it ought to be paid, then it shall be lawful for the aforesaid Cristina, and her assigns, during her life, and for the aforesaid Walter Fetplace and Alice, etc., and their assigns, after the death of the said Cristina, etc., to enter and distrain on the said tenement, etc., and to take away, etc., the distresses found there, and to retain them in their own hands until they are fully satisfied for the rent and arrears, etc. And if it should happen that Walter Legat and Isabella, etc., should fail in repairs to the tenement, etc., then it shall be lawful for the same Cristina and Walter Fetplace and Alice, etc., to re-enter and re-seize the said tenement, etc., and to hold and possess it again in its former condition, this lease in no way withstanding. And let the aforesaid Walter Fetplace and Alice, etc., and their executors, etc., be obliged and firmly bound by the present writings to pay to the aforesaid Walter Legat and Isabella, etc., or one of them, at each week from the date of these presents two shillings sterling during the whole life of the same Cristina. And the aforesaid Cristina, Walter Fetplace and Alice, etc., their heirs and executors, will warrant, etc., the said tenement, etc., to the aforesaid Walter Legat and Isabella, etc., against everyone during all the aforesaid term, in the manner and form above declared, for the aforesaid rent and charges. Yet the aforesaid Walter Legat and Isabella, etc., desire, etc., that if it should happen that they, Walter Legat and Isabella, etc., should die before the end, etc., of the forty years, etc., that then immediately after their deaths, it shall be lawful for the same Cristina, Walter Fetplace and Alice, etc., to re-possess, etc., the said tenement, etc., in its former condition. In witness thereof the parties aforesaid have alternately affixed their seals to the parts of these indentures. Dated at Southampton aforesaid on Monday the Feast of All Saints, in the second year of the reign of King Henry the Sixth after the

Fol. XXXII B (*continued*).

post conquestum secundo videlicet anno domini millesimo cccc^{mo} vicesimo tertio. Omnibus quidem indenturis¹ in curia predicta publice lectis, etc., prescripteque Alicia et Isabella per se sola examinate et utraque earum per se sola examinata, etc., fatentur et utraque earum per se fatetur dictas indenturas esse facta sua ac utriusque earum, etc., et petunt illas inbrevari, etc., in recordo ville predictae, etc., et in exclusionem juris earum, etc., et in firmam obligationem tam ipsarum ac cuiuslibet earum quam virorum suorum predictorum heredum et executorum suorum secundum convenciones prescriptas que concessa sunt eis, etc.

[*Transcribed and Summarised*].

Fol. XXXIV. Suthamptona. Curia communis domini Regis tenta apud Suthamptonam coram Thoma Belle tunc ibidem maiore, Johanne Selder et Benedicto Wycheford, etc., Ballivis, die martis proxime post festum Exaltacionis sancte Crucis anno regni regis Henrici sexti tertio.²

Ad hunc diem et ad hanc curiam venerunt, etc., Willielmus Peper civis et pelliparius Londonie et Johanna uxor eius et protulerunt, etc., scriptum relaxacionis cuius tenor sequitur, etc.

Omnibus Christi fidelibus, etc., salutem. Noverit universitas vestra quod cum Willielmus Chamberleyn³ de Suthampton dedisset, etc., per cartam suam indentatam cuius datum est apud Suthamptonam die lune in festo sancti Hillarii anno regni regis Henrici quinti post conquestum tercio⁴ confirmasset Thome Sese, etc., Suthampton burgensi et michi, prefate Johanne adtunc uxori eius totum illud tenementum

¹ This clause of acceptance, etc., is added in a different hand.

² Tuesday, September 19th, 1424. It will be observed that this date is earlier than that of the two previous deeds. The handwriting on these pages (Fols. xxxii, xxxiii and xxxiv) varies, but the differences are individual rather than chronological. Possibly Fols. xxxii and xxxiii were left blank by accident and filled in a few years later.

³ *William Chamberleyn*, Parliamentary burgess in 1419, 1420, 1427, 1429, 1430-5 and 1442 (J. S. Davies, *Hist. of Southampton*, p. 202). One of the commission *De kidellis amovendis* at Southampton (*Pat. Rolls Cal.*, 1435, p. 527). Commissioner in 1436 with William Soper and others to

Conquest, that is, the year of the Lord one thousand four hundred and twenty-three. All the indentures being publicly read, etc., in the court aforesaid, and the aforesaid Alice and Isabella being examined by themselves alone, and each of them being examined by herself alone, etc., declare and each of them for herself declares, etc., the said indentures to be their doing, and the doing of each of them, etc., and seek their enrolment, etc., in the record of the town aforesaid, etc., and to the exclusion of their right, etc., and as an obligation binding as well on themselves and on each of them as on their husbands aforesaid, their heirs and executors, etc., according to the afore-written agreements; and this has been granted to them, etc.

Southampton. Common court of the lord king held at Southampton before Thomas Belle, then mayor, John Selder and Benedict Wycheford, etc., bailiffs, the Tuesday next after the feast of the Exaltation of the Cross, 3 Henry VI.

On this day and to this court came, etc., William Peper, citizen and skinner of London, and Joan his wife, and brought, etc., a writing of release of which the substance follows, etc.

To all the faithful in Christ, etc., greeting. Let all the world know that when William Chamberleyn, of Southampton, etc., by his indented deed, of which the date is at Southampton on Monday the Feast of St. Hillary, in the third year of the reign of King Henry the Fifth after the Conquest, has given, etc., and has confirmed to Thomas Sese, etc., burgess of Southampton, and to me, the aforesaid Joan, then his wife, all that tenement

search out various Flemish and Spanish goods belonging to the king's enemies, which were said to have been brought secretly to Southampton (*ib.*, 1436, p. 84). At his death he is said to have had no lands in Southampton (Inq. P. M. 23 Henry VI, No. 43), though he formerly held five tenements of St. Denys for 16/- a year (25 Henry VI, Rent and Surv., Roll 596), rented a house of the Corporation for 6/- (Steward's Book, 1441), and held various other tenements. Possibly he had divested himself of his property by gift before his death. The Terrier of 1455 shows Richard Holte as holding a great part of the land which was formerly his.

⁴ Monday, January 13th, 1416.

Fol. XXXIV (*continued*).

suum in eadem villa quod habuit ex dono et feoffamento eiusdem Thome situatum in vico Anglico in occidentali parte eiusdem vici inter tenementum quod nuper inhabitavit Johannes Elyot ex parte boriali et venellam vocatam Cokerewelane ex parte australi: habendum, etc., tenementum, etc., prefatis Thome Sese et michi, etc., Johanne, etc., et heredibus de corporibus nostrum, etc., Thome et Johanne procreatis legitime de capitalibus dominis feodi illius per servicia inde debita, etc. Et si contingeret prefatum Thomam et me prefatam Johannam obire sine heredibus, etc., quod extunc dictum tenementum, etc., reverteretur prefato Willielmo et heredibus suis in perpetuum. Noverit universitas vestra quod nos prefati Willielmus Peper et Johanna uxor mea dimisimus, etc., predictum tenementum nostrum, etc., prefato Willielmo Chamberleyn et Margerie uxori eius, Radulpho Chamberleyn et Willielmo Chamberleyn juniore, habendum et tenendum dictum tenementum ac totum statum nostrum in dicto tenemento, etc., prefatis Willielmo Chamberleyn et Margerie uxori eius, Radulpho Chamberleyn et Willielmo Chamberleyn juniore ad terminum vite prefati Johanne de capitalibus dominis feodi per servicia inde debita, etc. Ita quod post decessum prefate Johanne quidam Thomas Sese filius dicti Thome quondam mariti prefate Johanne ac filius eiusdem Johanne si supervixerit dictam Johannam nullo modo dishereditetur aut exhereditetur contra tenorem carte superius recitate. In cuius rei testimonium presentibus sigilla nostra apposuimus. Et ad maiorem huius securitatem sigillum officii maioratus, etc., predictis presentibus apponi procuravimus. Hiis testibus, Thoma Belle adtunc maiore, etc., Johanne Selder et Benedicto Wycheford, etc., Ballivis, Willielmo Sopere, Willielmo Nycoll, Waltero Fetplace, Petro Jamys et aliis. Datum apud Suthamptonam predictam vicesimo quinto die Septembris anno regni regis henrici sexti tercio.¹ Quoquidem scripto relaxationis, etc., publice lecto, etc., dictaque Johanna per se sola examinata, etc., fatetur, etc., dictum scriptum relaxationis, etc., esse factum suum, etc., et petit illud scriptum ibidem irrotulari de recordo in exclusionem juris sui per totum terminum vite sue, etc., quod concessum est ei, etc.

¹ September 25th, 1424.

in the same town, which he held by the gift and feoffment of the same Thomas, situated on the west side of English Street, between a tenement which John Elyot lately inhabited on the north and a lane called Cokerewelane on the south, to have, etc., the tenement, etc., to the aforesaid Thomas Sese and to me, etc., Joan, etc., and to the heirs lawfully born of the bodies of us, etc., Thomas and Joan, from the chief lords of that fee by the services thence due, etc. And if it should happen that the aforesaid Thomas, and I, the aforesaid Joan should die without heirs, etc., then the said tenement, etc., shall revert to the aforesaid William and his heirs for ever. Be it known to all of you that we, the aforesaid William Peper and Joan my wife, have leased, etc., our aforesaid tenement, etc., to the aforesaid William Chamberleyn and Margery his wife, to Ralph Chamberleyn and William Chamberleyn, junior, to have and to hold the said tenement and all our right in the said tenement, etc., to the aforesaid William Chamberleyn and Margery his wife, to Ralph Chamberleyn and William Chamberleyn, junior, till the end of the life of the aforesaid Joan, of the capital lords of the fee by the services thence due, etc. So that after the death of the aforesaid Joan, a certain Thomas Sese, son of the said Thomas, formerly husband of the aforesaid Joan, and son also of the same Joan, if he outlives the said Joan, shall be in no way disinherited or dispossessed contrary to the substance of the deed above recited. In witness whereof we have affixed our seals to these presents. And for greater safety we have caused the seal of the office of the mayoralty, etc., to be affixed to the aforesaid presents. These being witnesses, Thomas Belle, then mayor, etc., John Selder and Benedict Wycheford, etc., bailiffs, William Sopere, William Nycoll, Walter Fetplace, Peter Jamys and others. Dated at Southampton aforesaid the 25th day of September, in the third year of the reign of King Henry the Sixth. And this writing of release, etc., being publicly read, etc., and the said Joan being examined, etc., alone by herself, declares, etc., the said writing of release, etc., to be her own doing, etc., and desires that writing to be there enrolled on record in exclusion of her right for the whole term of her life, etc., and this has been granted to her, etc.

[Summarised.]

Fol.
XXXIV B. Southampton. King's common court held before William Soper, mayor, Henry Baron and John Emmory, bailiffs, on Tuesday, April 3rd, 3 Henry VI.¹

Benedict Wycheford, burgess of Southampton, and Isabella his wife, laid before the court a deed whereby they granted a release in favour of John North, co-burgess of Southampton, of all rights in two messuages and an adjacent garden situated in the parish of Holy Rood, on the west side of English Street, and stretching westward to the stone wall of a garden recently John Renawde's, and the two messuages and garden lie between the tenement late John Renawde's on the south and that of John Bennyng and the garden belonging to the Priory of St. Denys on the north. John North had recently been enfeoffed of the said two messuages, etc., by Thomas Halughton, Vicar of St. Cross. Thus Benedict and Isabella and their heirs relinquish all claims for ever.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: William Soper, mayor, William Nicoll, Peter Jamys, Walter Fetplace, Thomas Belle, aldermen, Henry Baron and John Emmory, bailiffs, George Usk, steward, John Estewell, John Flemyng and others.

Dated at Southampton 20th March, 3 Henry VI.²

Clause of acceptance by Isabella and enrolment.

¹ Tuesday, April 3rd, 1425.

² March 20th, 1425.

[Summarised].

Fol. XXXV. Southampton. (Heading, officers and date as in last deed).

John Bertula, burgess of Southampton, and Margaret his wife, laid before the court a deed whereby they granted a release for themselves and their heirs, in favour of Thomas Frelond, burgess, and Alice his wife, and their heirs, of all claims to a tenement in the parish of St. Michael, lying on the north side of "Frensshestrete," between a vacant plot recently John Penkeston's and his wife Joan's, now John Flemyng's, and a horse-mill, also John Flemyng's, on the east, and a tenement formerly John Emmory's, now John Flete's, of London, on the west, and extending northward to the castle moat.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty for greater safety.

Witnesses: Officers and aldermen as in last deed, save that Thomas Rygold appears for Thomas Belle; John Estewelle, William Ledys, Robert Hayne, Simon Capon, Adam Blake, Walter Dalman and others.

Dated at Southampton 4th October, 3 Henry VI.¹

Clause of acceptance by Margaret and enrolment.

¹ October 4th, 1424.

[Summarised].

Fol.
XXXV B. Southampton. Court held before William Soper, mayor, Henry Baron and John Emmory, bailiffs, on the Tuesday after the Feast of the Invention of the Cross, 3 Henry VI.¹

Release laid before the court by Laurence Tirling, of Cicestra,² and Joan his wife, daughter and heir of Richard Dieugard, late burgess of Southampton, whereby the said Laurence and Joan, for themselves and their heirs, have released in favour of William Ledys, burgess of Southampton, and Joan his wife, and their heirs, all claims to a certain tenement in the parish of St. Michael's, on the south side of French Street, between a tenement belonging to John Barnabe on the east and a tenement lately John Swofham's, but now Thomas Armorer's, co-burgess of Southampton, on the west, and extending southward from the street to a vacant piece of land of William Chamberlayn's.

Clause of warranty.

Sealed by grantors ; no mention of seal of mayoralty.

Witnesses : Officers as above, William Nycoll, Walter Fetplace, Peter James and Thomas Rygold, aldermen, Thomas Frelond, Robert Hayne, Robert Florys,³ Simon Capon and others.

Dated at Southampton 6th May, 3 Henry VI.⁴

Clause of acceptance by Joan and enrolment.

¹ Tuesday, May 8th, 1425.

² Cirencester.

³ *Robert Florys*, bailiff in 1426-8 and 1435-6 (J. S. Davies, *Hist. of Southampton*, p. 173) ; collector of tolls at the Watergate, Wool Bridge and West Hithe (*Hist. MSS. Com. Report*, XI, Appendix III, p. 135). Exports fruit and fish in the "Marguerite," of Guernsey (Port Book, 1428). Founded an *obit*. in St. Michael's Church (J. S. Davies, *Hist. of Southampton*, p. 424).

⁴ May 6th, 1425.

[Summarised.]

Fol. XXXVI. Southampton. King's common court held as in last deed on the Tuesday before St. Margaret's Day, 3 Henry VI.¹

John Dey, son and heir of Alexander Dey, late burgess of Southampton, and Joan his wife, laid before the court a deed whereby, on behalf of themselves and their heirs, they released to John Foxholes,² clerk, William Hovyngham,³ of Southampton, and Margery his wife, and the heirs and assigns of the said William, all claims to a tenement with a vault beneath it in the parish of St. John, on the east side of French Street, between a tenement belonging to the Earl of Warwick⁴ on the south and a tenement formerly belonging to John Slygh,⁵ and now to William Nycoll, on the north, and a garden of Richard Parker's on the east.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: William Sopere, mayor, William Nycoll, Walter Fetplace, Peter Jamys, Thomas Belle, aldermen, Henry Baron and John Emory, bailiffs, Thomas Midlyngton, Thomas Armorer and many others.

Dated at Southampton, July 17th, 3 Henry VI.⁶

Acceptance by Joan, and enrolment.

¹ Tuesday, July 17th, 1425.

² *John Foxholes*, Clerk of the Treasury and Receiver General for Queen Joan in 1426 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 81).

³ *William Hovyngham* held the office of tronage and pesage in Southampton in 1432 (*Pat. Rolls Cal.*, 1432, p. 192). About the same date he exported fifty cloths in Master Nicholas Shawe's ship (6-6 Henry IV, K. R. Customs a/c, 139/7).

⁴ *Earl of Warwick*. Presumably the Richard Beauchamp, Earl of Warwick, who in 1439 died seized of two messuages in Southampton and the office of pesage. This office had been granted to the family early in the fourteenth century (J. S. Davies, *Hist. of Southampton*, pp. 249-51).

⁵ *John Slygh*, 1378, gauger of wines (*Pat. Rolls Cal.*, 1378, p. 287). Certain land near the Watergate was granted to him in fee simple (*ib.*, p. 280), and in 1381 he held a tenement in English Street called "la Chayne," which was worth 13/4 a year (*ib.*, 1381, p. 585). He must have died before 1396, as his widow was then acting as his executor (*Hist. MSS. Com. Report*, XI, Appendix III, p. 73).

⁶ July 17th, 1425.

[Summarised].

Fol.
XXXVI B. Southampton. King's common court held before Thomas Frelond, mayor, and Thomas Wynterbourne and Adam Meryssh, bailiffs, the Tuesday after the Feast of All Saints, 4 Henry VI.¹

Deed of feoffment brought before the court by William Perys, of the parish of Elyng, in the county of Southampton, and Agnes his wife, daughter and heir of John Braye, late weaver² of Southampton, by which they granted to John Selder, burgess of Southampton town, a tenement with a skeling, a vacant plot of ground, and a garden in the rear with half a spring of water at the end of the garden, all lying in the parish of St. Michael, on the east side of French Street, between a tenement of John Selder's, and a garden now William Chamberleyn's, on the south, and a tenement and garden belonging to Alice Barflete and to the Prior of the God's House and to Robert Danyell on the north; and the tenement granted is sixty-eight feet long; and the garden from the kitchen door behind the tenement to the half of the spring is seventy-three feet two inches long. And on the north side of the tenement the skeling with the vacant plot of land and the garden and the half of the spring is ninety-six feet two inches long; and the garden is thirty-one feet two inches broad. To be held of the chief lords of the fee by the usual services.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: Officials as above, William Soper, William Nycoll, Walter Fetplace, Peter Jamys, aldermen, Thomas Midlyngton, Thomas Armorer and many others.

Dated at Southampton 16th October, 4 Henry VI.³

Clause of acceptance by Agnes and enrolment.

Livery of seisin.

¹ Tuesday, November 6th, 1425.

² "Webbe" in the text.

³ October 16th, 1425.

[Summarised].

Fol.
XXXVII.

Southampton. King's common court held before Walter Fetplace, mayor, John Estewell and Robert Floryse, bailiffs, on the Tuesday after St. Hillary's Day, 5 Henry VI.¹

Indented charter of feoffment brought before the court by William Perys and Agnes his wife, daughter and heir of John Bray, of Southampton, whereby they have granted to William Chamberlayn and Margery his wife, a garden lying between Halfknyghteslane, otherwise called Braggerslane on the south, and a garden belonging to William and Agnes Perys and now occupied by Martin Walshe, and a garden of Isabella Manton on the north; and the garden extends from a tenement formerly Philip Cake's, now John Selder's, on the west, to a tenement recently belonging to Thomas Sese and Joan his wife, in which John Renawd now lives, and a tenement of John Estewelle's on the east: William and Margery Chamberlain are to have free access to the spring in the said garden and the right of drawing water from it when they please. No clause about services to the capital lord or clause of warranty. For the tenement, etc., during the twenty-four years next ensuing a red rose is to be paid yearly at the Feast of the Nativity of St. John the Baptist; and afterwards a rent of four shillings a year, paid quarterly, is to be due. Clause providing for distraint if the rent is a month in arrear; if the rent is a quarter in arrear, and there are not enough distrainable goods (*bona districtibilia*) to provide it, the lands may be resumed.

Fol.
XXXVII B.

Sealed both by lessors and lessees in turn, and by town seal "because our seals are unknown to many."

Witnesses: Will Nycholl, mayor, Benedict Wycheford and Thomas Frelond, bailiffs, William Sopere, Walter Fetplace, Peter Jemys, John Selder, Ralph Chamberleyn, burgesses, and others.

Dated 21st April, 1 Henry VI.²

Clause of acceptance by Agnes and enrolment.

Livery of seisin.

¹ Tuesday, January 16th, 1427.

² April 21st, 1423.

Fol. XXXVII B (*continued*).[*Summarised.*]

Southampton. King's common court; officials and date as in heading to last deed.

Deed of release brought before the court by William Perys and Agnes his wife, whereby they released, for themselves and their heirs, all claims to property described in last deed in favour of William Chamberlayn. Further details of property: garden contains in itself two small gardens; bounded on the south by Halfknyghteslane, *alias* Cokerewelane, *alias* Braggeryslane, etc., and on east by a tenement lately belonging to Thomas Sese and Joan his wife, John Sampson¹ and John Estwell.² Land granted in perpetuity free of all rent and demands.

Fol.
XXXVIII.

Clause of warranty.

Sealed by grantors, and with town seal "because our seals are unknown to many."

Witnesses: Walter Fetplace, mayor, John Estewelle and Robert Florys, bailiffs, John Flemyng, town clerk, William Soper, William Nycoll, Thomas Frelond, Peter Jamys and others.

Dated the Tuesday before St. Thomas's Day in December, 5 Henry VI.³

Clause of acceptance by Agnes and enrolment.

¹ *John Sampson*, trader, imported wine, iron and fruit (K. R. Customs a/c, 137/7, 5 Henry IV). In 1408 he was accused with other Southampton merchants of unlawfully seizing a Genoese ship laden chiefly with iron and Rochelle wine. He was joint owner of a balingier called "la Rose" (*Pat. Rolle Cal.*, 1408, p. 478). He died apparently before 1428-9, as his widow, Alice, is mentioned in that year as his executor (*Hist. MSS. Com. Report*, XI, Appendix III, p. 81).

² Other boundaries as in last deed.

³ Tuesday, December 24th, 1426.

[Summarised].

Fol.
XXXVIII B. Southampton. King's common court held before Walter Fetplace, mayor, and John Estewell and Robert Floryse, bailiffs, the Tuesday after the Feast of St. Dunstan, 5 Henry VI.¹

Release brought before court by Thomas Armorer, burgess of Southampton, and Matillida his wife, who, on behalf of themselves and their heirs, have granted a release in favour of Thomas Braybrook and Alicia his wife, and the heirs of Thomas Braybrook, of all claims to a tenement with two roofs, a vault beneath and a vacant piece of land adjoining it; and further, they have released their right to a certain well² built between Armorer's tenement, now inhabited by John Umfrey, and the tenement granted. This tenement is situated in the parish of St. Michael, on the south side of French Street, between the tenement of William Ledys on the east and the messuage of Henry Baron on the west; it stretches south to a tenement of Thomas Armorer. The tenement in front is twenty-eight and a half standard feet in width, and behind thirty-three feet. The vacant plot is triangular, and is nine standard feet seven inches from north to south; and from a certain post of the granted tenement on the east to the wall of Armorer's tenement on the west it is thirteen standard feet, as appears by a certain wooden paling fixed between the plot belonging to Armorer and this plot.

Fol.
XXXIX. No clause of warranty.

Sealed by grantors. No mention of mayor's seal.

Witnesses: Mayor and bailiffs as above, William Sopere, William Nycoll, Peter Jamys, Thomas Frelond, aldermen, John Wodeford, steward, Thomas Rygold, Henry Baron, William Ledys, Robert Hayne, Simon Capon and others.

Dated at Southampton 20th May, 5 Henry VI.³

Clause of acceptance by Matilda and enrolment.

¹ Tuesday, May 20th, 1427.

² "Assilamentum eorum cuiusdam fontis."

³ May 20th, 1427.

Fol. XXXVIII.

[Transcribed and Summarised.]

Suthamptona. Curia Communis domini Regis tenta apud Suthamptonam coram Waltero Fetplace tunc ibidem maiore, Johanne Estewell et Roberto Floryse tunc ibidem Ballivis die martis in festo sancte Agnetis virginis et martiris, 5 Henry VI.¹

Ad hunc diem et ad hanc curiam venerunt, etc., in plena curia predicta Johannes Tyers burgensis Suthamptone et Johanna uxor eius et protulerunt, etc., quandam relaxationem, etc., cujus tenor sequitur, etc. Omnibus Christi fidelibus, etc., salutem, etc. Noverit universitas vestra nos prefatos Johannem et Johannam, etc., omnino pro nobis et heredibus nostris in perpetuum quietum clamasse Willielmo Chamberleyn heredibus et assignatis suis totum jus nostrum, etc., in orientali fine cuiusdam coquine nostre situatum inter tenementum nostrum et vacuum placeam vocatam Moushole ex parte boriali et tenementum ruinosum Johannis Fysmark ex parte occidentali ac parvum gardinum jacentem in parte australi dicte nostre coquine ac gardinum dicti Willielmi ex parte orientali: quiquidem finis orientalis, etc., coquine continet in se per latitudinem, etc., sexdecem pedes regales, videlicet extendit se dicta latitudo eiusdem coquine a tenemento nostro predicto ex parte boriali usque dictum parvum gardinum ex parte australi. Continet eciam dictus finis orientalis dicte coquine in longitudine ab oriente versus occidentem tres pedes regales et duas pollices. Remisimus eciam, etc., eidem Willielmo, etc., totum jus nostrum, etc., in toto predicto parvo gardino jacente inter nostram dictam coquinam ex parte boriali et gardinum Willielmi Chamberleyn quondam Ryngstone, ex parte australi ac predictum ruinosum tenementum que gardinum² Johannis Fysmark ex parte occidentali et gardinum eiusdem Willielmi ex parte orientali. Salvo semper excepto et reservato nobis prefatis Johanni Tyer et Johanne uxori mee, etc., nostris aisiamento et stillacionibus aque pluvialis descendentibus super et in predictum parvum gardinum de et a coquina nostra predicta absque aliquo impedimento et impeticione dicti Willielmi, etc.: habendum,

¹ Tuesday, January 21st, 1427.

Southampton. Common court of the lord king held at Southampton before Walter Fetplace, then mayor there, John Estewell and Robert Floryse, then bailiffs there, on Tuesday the Feast of St. Agnes, Virgin and Martyr, 5 Henry VI.

On this day and to this court came, etc., in the full court aforesaid John Tyers, burgess of Southampton, and Joan his wife, and produced, etc., a certain release, etc., of which the substance follows, etc. To all the faithful in Christ, etc., greeting, etc. Let all the world know that we, the aforesaid John and Joan, etc., for ourselves and for our heirs, have entirely quit-claimed for ever to William Chamberleyn, his heirs and assigns, all our right in the east end of a certain kitchen of ours situated between our tenement and a vacant place called Moushole on the north side, and a ruined tenement belonging to John Fysmark on the west side, and a small garden lying on the south side of our said kitchen and the garden of the said William on the east side; and this east end, etc., of the kitchen contains in breadth, etc., sixteen standard feet, that is to say, the said width of the same kitchen extends from our tenement aforesaid on the north as far as the said little garden on the south. Also the said east end of the kitchen contains in length from east to west three standard feet and two inches. Also we have remitted, etc., to the same William, etc., all our right, etc., to all the aforesaid small garden lying between our said kitchen on the north, and the garden of William Chamberleyn, formerly belonging to Ryngstone on the south, and the aforesaid ruined tenement belonging to John Fysmark on the west side and the garden of the same William on the east side. Always saving and reserving to us, the aforesaid John Tyer and Joan my wife, etc., our easements and the drippings from the rain water falling upon and in the aforesaid small garden, from and by our aforesaid kitchen, without any impediment or hindrance from the said William, etc.: the aforesaid east end of the

² This phrase appears to be an error.

Fol.

XXXVIII B. etc., predictum finem orientalem coquine nostre predicte in longitudine et latitudine una cum parvo gardino prout superius bundantur, etc., exceptis preexceptis, etc., prefato Willielmo Chamberleyn, etc., in perpetuum. Et nos, etc., Johannes Tyer, etc., et Johanna uxor mea, etc., finem orientalem coquine, etc., ac parvum gardinum, etc., unde idem Willielmus ad presens seisitus est, etc., prefato Willielmo, etc., contra omnes gentes warrantizabimus, etc. In cuius rei testimonium presentibus sigilla nostra apposuimus. Et quia sigilla nostra pluribus sunt incognita, sigillum officii maioratus ville Suthampton hiis apponi procuravimus. Hiis testibus Waltero Fetplace tunc ibidem maiore, Johanne Estewell et Roberto Floryse tunc ibidem Ballivis, Willielmo Sopere, Willielmo Nycoll, Petro Jamys, Thoma Armorer et multis aliis. Datum apud Suthamptonam vicesimo die Januarii anno regni regis Henrici sexti post conquestum quinto.¹ Quo quidem scripto relaxationis, etc., publice lecto, etc., prefataque Johanna per se sola diligenter examinata, etc., fatetur scriptum predictum esse factum suum, etc. Et petit illud hic inbrevari, etc., et quod ibidem concessum est ei, etc.

¹ January 20th, 1427.

kitchen, etc., in its length and breadth, together with the little garden, with the boundaries as above, etc., to be held, etc., to the aforesaid William Chamberleyn, etc., for ever, the exceptions made above being excepted, etc. And we, etc., John Tyer, etc., and Joan my wife, etc., will warrant, etc., the aforesaid east end of the kitchen, etc., and the little garden, etc., whereof the same William has now been seized, etc., to the aforesaid William, etc., against all men. In witness whereof we have affixed our seals to the presents. And because our seals are unknown to many, we have caused the seal of the office of the mayoralty of Southampton to be affixed thereto. These being witnesses, Walter Fetplace, then mayor there, John Estewelle and Robert Floryse, then bailiffs there, William Sopere, William Nycoll, Peter Jamys, Thomas Armorer and many others. Dated at Southampton the twentieth day of January, in the fifth year of the reign of King Henry the Sixth after the Conquest. And this writing of release, etc., being publicly read, etc., and the aforesaid Joan diligently examined, etc., by herself alone, she declares the aforesaid writing to be her doing, etc. And she desires that it may be here enrolled, etc., and that has been granted to her, etc.

[Summarised.]

Fol. XXXIX.

Southampton. King's common court held before Walter Fetplace, mayor, and Ralph Chamberleyn and Robert Hovynham,¹ bailiffs, the Tuesday before the Feast of Pope Gregory, 11 Henry VI.²

Deed of feoffment brought before the court, etc., by Richard Pafford, burgess of Southampton, and Agnes³ his wife, whereby they granted to William Chamberleyn, senior, of the town, and his heirs, all the lands, gardens and paths on the north of Symynelstret, between the street on the south, the moat of the King's Castle on the north, the tenement formerly Reygate's, now inhabited by John North, mariner, on the west, and John Fysmark's garden on the east.

No clause of warranty.

Sealed by grantors, and with seal of mayoralty "because our seals are unknown to many."

Witnesses: Officers as above (Hovynham spelt Ovyngham), William Soper, William Nycoll, Peter James and John Estewell, aldermen, and others.

Dated 5th March, 11 Henry VI.⁴

Clause of acceptance by Agnes and enrolment.

¹ *Robert Hovynham*, bailiff in 1432-3 (J. S. Davies, *Hist. of Southampton*, p. 173).

² Tuesday, March 10th, 1433.

³ *Richard Pafford and Anneys his wife.* Richard Pafford, according to the Terrier of 1453, was the owner of numerous tenements in Southampton. His wife Anneys before her marriage seems to have attempted a privateering speculation. She obtained letter of marque from Henry IV and the Duke of Brittany against certain Breton goods then in English ports, and gave it to Robert Borecroft to put into execution. Borecroft kept the letter of marque, and Anneys, failing to get redress from the mayor and bailiff, joined with her newly-married husband in an application to Chancery (Early Chancery Proceedings, Bundle 6, No. 247).

⁴ March 5th, 1433.

[Summarised.]

[*Heading translated literally.*]

Fol.

XXXIX B.

Southampton. Common court of the lord king held at Southampton before Walter Fetplace, then mayor there, and Ralph Chamberlayn and Robert Ovyngham, then bailiffs there, according to the custom of that town and the liberties granted and confirmed to the burgesses of the same by diverse kings of England,¹ the Tuesday before the Feast of Pope Gregory, 11 Henry VI.

Release of lands granted in last deed; all details as before, save that the date is given as the 6th of March.

¹ "Secundum consuetudinem ville illius ac libertates Burgensibus eiusdem per diversos Reges Angliæ concessas et confirmates." This interpolation in the heading is presumably only a caprice of the scribe; there is nothing in the history of Southampton to account for it. The last charter had been granted in 1415, and no fresh alteration seems to have been made in the constitution of the town till 1445.

[Summarised.]

Fol. XL. Southampton. King's common court held before Peter Jamys, mayor, John Emmory and Robert Florys, bailiffs, according to the custom, etc., the Tuesday before the Feast of St. Martin the Bishop, 7 Henry VI.¹

Release brought before the court by Thomas Armorer, burgess, and Matilda his wife, who, on behalf of themselves and their heirs, have granted a release in favour of John Estewell, co-burgess, and Alice his wife, and the heirs of John Estewell, of all claim to a tenement with two roofs and a cellar below the shop of one of them, and to all buildings erected in future in and on the said tenement,² and to the curtilage and garden of the same. The said tenement, etc., is on the east side of English Street, in the parish of Holy Rood, between a tenement recently belonging to Thomas Herne on the south and a tenement, now belonging to William Chamberleyn, on the north, as specified in the deed of feoffment made between John Estewell and Alice his wife, and Thomas Armorer.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty "because our seal is unknown to many."³

Witnesses: Peter Jamys, mayor, William Soper, William Nycoll, Walter Fetplace, Thomas Belle, aldermen, John Emory and Robert Floryse, bailiffs, William Overey, Thomas Frelond, Henry Baron, John Seeldere and others.

Dated at Southampton, Tuesday, November 9th, 7 Henry VI.⁴

Clause of acceptance by Matilda and enrolment.

¹ Tuesday, November 9th, 1428.

² "Ac de et in omnibus et singulis domibus et edificis infra et supra tenuram eiusdem tenementi posterius constructis et edificatis." This curious grant of rights in possible buildings does not occur elsewhere in the Black Book.

³ That this phrase, "because our seal is unknown to many," should be used when the grantor in question was Thomas Armorer, who must have been one of the best known men in Southampton, shows how entirely the wording had become a mere formula.

⁴ November 9th, 1428.

[Summarised.]

Fol. XL B. Southampton. King's common court held before Thomas Belle, mayor, John Emery and Benedict Wycheford, bailiffs, on the Tuesday after the Feast of the Exaltation of the Cross, 10 Henry VI.¹

Walter Spore and Alice his wife, late wife of Walter Reygate, laid before the court a deed whereby they granted to Sir John Melton, parson of the church of Melbroke (Millbrook), a messuage in the street called le Fysshemarket² on the west side, between a tenement of the Abbey of Beaulieu on the south and a tenement of John Tyer on the north; and also another messuage on the north of Wytegod's Lane,² between a tenement of the aforesaid abbey on the east and a tenement of the Prior of St. Denys on the west, to be held by Melton, his heirs and assigns, of the chief lords of the fee by the customary services.

Sealed by the grantors, and with the seal of the mayoralty "because our seal is unknown to many."

Witnesses: Officers as above, William Soper, William Nycoll, Walter Fetplace, John Selder, aldermen, Robert Aylward, steward, William Overey, John Estewell, John Flemyng and others.

Dated as above.

Clause of acceptance by Alice and enrolment.

Seisin delivered.

¹ Tuesday, September 18th, 1431.

² *Wytegodeslane*. This lane may possibly be identified with Postern Lane—afterwards Blue Anchor Lane; the lane from the Fishmarket to the Postern is mentioned in the Terrier of 1455 as containing a tenement belonging to Beaulieu on the north side. There is, however, no mention of any tenement belonging to St. Denys, so that the identification is doubtful.

[Summarised.]

Fol. XLI. Southampton. King's common court held before Robert Aylward, mayor, John Payn¹ and Robert Floryse, bailiffs, on Tuesday the Feast of St. Leonard the Abbot, 15 Henry VI.²

John Daye, of Southampton, and Joan his wife, laid before the court a deed whereby, on behalf of themselves and their heirs, they released to John Bedyll,³ burgess of Southampton, his heirs and assigns, all claims to a tenement and curtilage in the parish of St. Michael, on the north side of Symnelstrete, between a tenement recently belonging to Margery Mascall⁴ and now to Henry Baron on the west, and a tenement belonging to John Flete on the east, and extending north to the moat of the Castle.

Clause of warranty.

Sealed by the grantors, and with the seal of the mayoralty "because our seals are unknown to many."

Witnesses: Peter Jamys, mayor, William Soper, William Nycoll, Walter Fetplace and John Emery, aldermen, Adam Merysshe and Robert Floryse, bailiffs, John Estewelle, John Flemyng, John Payne, John North and others.

Dated at Southampton the Tuesday after the Feast of the Exaltation of the Cross, 15 Henry VI.⁵

Clause of acceptance by Joan and enrolment.

¹ *John Payn*, mayor 1450 and 1451, Parliamentary burgess 1435, 1446-7 and 1450 (J. S. Davies, *Hist. of Southampton*, pp. 174 and 202). In 1436 a John Payn, merchant of Southampton, was accused, with various other persons, of seizing a vessel belonging to Thomas Horewood, trading under a safe conduct to the ports of Brittany (*Pat. Rolls Cal.*, 1436, p. 83); yet in 1441 John Payn was appointed to arrest persons accused of seizing a Breton barge! Payn appears to have been a ship owner himself; the balynger called the "John of Southampton" was said to be his (*Hist. MSS. Com. Report*, XI, Appendix III, p. 84). The name occurs throughout the fifteenth century (see Introduction to Vol. I).

² Tuesday, November 6th, 1436.

³ *John Bedyll*, bailiff 1441-2. Traded in wine in the "Mary of Hampton" in 1428 (Port Book, 1428). In 1444 John Budell (presumably Bedyll) was exempted from public office (*Pat. Rolls Cal.*, 1444, p. 366).

⁴ *Margery Mascall*. The Terrier of 1455 showed that Margery Mascall had been one of the largest land holders in Southampton. A considerable part of her lands passed into the hands of the town.

⁵ Tuesday, September 18th, 1436.

[*Transcribed and Summarised.*]

Fol. XLI B. Southampton. King's common court held before Robert Aylward, mayor, John Payn and Robert Florys, bailiffs, on Tuesday, May 2nd, 15 Henry VI.¹

Peter Upryght, of Falley, laid before the court a deed whereby he granted to John Bedyll, burgess of Southampton, two messuages situated in the parish of Holy Rood, on the west side of English Street, between a certain gate and a vacant place now belonging to William Chamberlayn on the south and a tenement belonging to the same William on the north, and stretching westward to another tenement of the same William. And these messuages descended to Peter Upryght by hereditary right after the death of Margery Gyrdeler his aunt, late daughter of John Upryght his late grandfather. John Bedyll, and his heirs, to hold the said messuages by the customary services, that is to say, by paying to the hospital of St. Julian twenty-three pence for all secular demands.

Clause of warranty.

Sealed by the grantor, and with the seal of the mayoralty "because my seal is unknown to many."

Witnesses: Officers as above, William Nycoll, Walter Fetplace and Peter Jamys, aldermen, John Emery, John Estewelle, John Flemyng and many others.

Dated at Southampton, May 2nd, 15 Henry VI.²

Peter Upryght requests the enrolment of the deed, which is granted.

¹ This date is perplexing; according to Bond's *Handy Book of Dates*, May 2nd in 15 Henry VI (*i.e.*, 1437, fell on a *Thursday*. It is possible that the scribe may have mistaken the date of the deed (which is also May 2nd) as being also the date on which it was laid before the court.

² May 2nd, 1437.

[*Transcribed and Summarised.*]

Fol. XLII.¹ Suthamptona. Curia Communis domini Regis tenta apud Suthamptonam coram Johanne Emmory tunc ibidem maiore et Roberto Ayleward et Roberto Hovyngham, etc., Ballivis secundem consuetudinem ville illius ac libertates Burgensibus eiusdem per diversos Reges Anglie concessas et confirmatas² die martis proximo ante festum sancti Gregorii pape Anno regni Regis Henrici sexti post conquestum Anglie duodecimo.³

Ad hanc curiam venit Radulphus Chamberleyn in propria persona sua et protulit, etc., quoddam scriptum relaxationis cujus tenor sequitur, etc. Noverint universi per presentes nos Thomam Arundell,⁴ Johannem Arundell Trerys,⁵ milites, Robertum Thurbern, Johannem Laybourne, Ricardum Bodyly et Petrum Osmond,⁶ clericos, Willielmum Brokas, Robertum Chamberleyn, Johannem Trevaygnen, Ricardum Inkepenne, Thomam West, Oliverum Tregasowe, Otonem Tregonan, armigeros, et Radulphum Chamberleyn, etc., pro nobis et heredibus nostris imperpetuum quietum clamasse Nicholao Banastre⁷ totum jus et clameum, etc., in duobus messagiis et duobus gardinis eisdem mesuagiis adiacentibus nuper Ricardi Bradewey senioris, situatis in parochia sancti laurencii, etc., in vico vocato Englysshestrete ex parte orientali eiusdem vici inter ecclesiam sancti Laurencii ac gardinum Walteri Fetplace Burgensis ville predicte ex parte australi et tenementum nuper Rogeri Kyde et Johanne uxoris eius ex parte boriali. Ita quod nec nos nec heredes nostri, etc., aliquod ius seu iuris titulum in dictis duobus messuagiis, etc., nec in aliqua parcella eorundem de cetero exigere seu vindicare poterimus in futurum, set ab omni accione et iuris titulo inde

¹ This deed should be compared with Fol. xxxiii. In that deed Ralph Chamberlain is described as the sole owner of those very tenements in which in the present deed all interest is released not only by Ralph himself, but by a large body of persons mostly Cornish notabilities. It may perhaps be inferred that Ralph Chamberlain was the real owner, but that he had given nominal rights in the property to other persons. The fact that Ralph alone warrants this land suggests that his were the really important rights; and that the warranty is against the Abbot of Westminster alone suggests a reason for the great array of grantors. If that powerful churchman had claims to the property, the buyer might well desire to obtain the assurance of as many persons as possible to make his conveyance secure. The numerous Cornishmen with whom he is associated confirms the conjecture already made as to the possible Cornish origin of the Chamberlains.

² This form of heading recurs fairly frequently about this time; no special constitutional development is, however, known to have taken place at this period—the last charter was in 1415, the next in 1446. The insertion of the phrase beginning "*secundum consuetudinem ville*" is perhaps an idiosyncrasy of the scribe.

Southampton. Common court of the lord king held at Southampton before John Emmory, then mayor there, and Robert Ayleward and Robert Hovyngham, etc., bailiffs, according to the custom of that town, and the liberties granted and confirmed to the burgesses thereof by diverse kings of England, on the Tuesday next before the Feast of St. Gregory the Pope, in the twelfth year of the reign of King Henry the Sixth after the Conquest of England.

To this court came Ralph Chamberleyn, in his own person, and produced, etc., a certain writing of release of which the substance follows, etc. Know all men by these presents that we, Thomas Arundell, John Arundell Trerys, knights, Robert Thurbern, John Laybourne, Richard Bodyly and Peter Osmond, clerks, William Brokas, Robert Chamberleyn, John Trevaygnen, Richard Inkepenne, Thomas West, Oliver Tregasowe, Oto Tregonan, esquires, and Ralph Chamberleyn, etc., for ourselves and our heirs for ever have quit-claimed entirely to Nicholas Banastre all right and claim, etc., in two messuages and two gardens adjoining the same messuages, lately belonging to Richard Bradewey, senior, situated in the parish of St. Laurence, etc., in the street called Englysshestrete, on the east part of the same street between the church of St. Laurence and the garden of Walter Fetplace, burgess of the aforesaid town, on the south, and the tenement lately belonging to Roger Kyde and Joan his wife, on the north. So that neither we, nor our heirs, etc., shall be able in future to exact or claim any right or legal title in the said two messuages, etc., or in any part of them, but from any action or legal title thence arising we

³ Tuesday, March 9th, 1434.

⁴ *Thomas Arundell*. Possibly Sir Thomas Arundell, of Tolverne, who died in 1443 (*Dic. Nat. Biog.*).

⁵ *John Arundell Trerys*, knight. This John Arundell was probably the grandfather of Sir John Arundell Trerys, sheriff of Cornwall, who was killed in 1471 in attacking St. Michael's Mount, then held by the Lancastrians (Vivian, *Visitations of Cornwall*, p. 11).

⁶ *Peter Osmond*, Vicar of Holyrood (J. S. Davies, *Hist. of Southampton*, p. 369).

⁷ *Nicholas Banastre*, controller of custom on wools, of the petty customs and tunnage and poundage in Southampton in 1415 (*Pat. Rolls Cal.*, 1415, p. 333). He was joined with William Soper and John Foxholes as a commissioner to sell ships for the king's profit in 1422 (J. S. Davies, *Hist. of Southampton*, p. 254).

Fol. XLII (*continued*).

simus exclusi in perpetuum per presentes. Et ego, vero, predictus Radulphus et heredes mei predicta duo tenementa, etc., Nicholao Banastre et heredibus suis contra Abbatem Westmonasterii et successores suos warantizabimus in perpetuum. Proviso semper quod dicta warantia non se extendit nisi ad excludendum et barrandum me prefatum Radulphum et heredes meos versus predictum Nicholaum Banastre et heredes suos tantum et non ad recuperandum in valorem versus me prefatum Radulphum nec heredes meos ullo modo.¹ In cuius rei testimonium presentibus sigilla nostra apposuimus. Datum in crastino sancti Michaelis anno regni Regis Henrici sexti duodecimo.²

[PROOF OF AGE.]

[*Transcribed.*]

Fol. XLII B.³ Ad hanc curiam venit Katerina⁴ filia Petri Jamys et Johanne uxoris eius que quidem Katerina fuit uxor Andree Payn vulgariter nuncupati Drewet payn quondam Burgensis ville Suthampton in legitima viduetate sua et in sua propria persona et asseruit se esse quindecim annorum et amplius videlicet quod fuit decem et septem annorum in festo Sancti laurencii ultimo preterito et petit se admitti ad probandum etatem suam predictam secundum consuetudinem ville predictae quod ei concessum est per curiam predictam super quo Burgenses ville predictae, viz., Willielmus Soper, Willielmus Nycoll, Walterus Fetplace, Robertus Florys, Johannes Pole,⁵ Johannes North, Drapere, Willielmus Fleccher,⁶ Johannes Compton,⁷

¹ This sentence suggests that Ralph feared a possible flaw in his title, and it was therefore necessary to stipulate that if such a flaw existed *he* should not take advantage of it, but that, on the contrary, he was liable to make compensation in money (not land) to Banastre, if the latter was dispossessed in consequence of this possible flaw.

² September 30th, 1433.

³ *Proof of Age.* The age at which a person became of full legal capacity varied in different boroughs, and also varied at times according to the act to be made valid. If this case is to be taken as representative of the custom of Southampton, full legal capacity was presumably attained at 15 years of age. At Torksey conveyance of lands, etc., could be made at 14 years of age (1345); in Shrewsbury at 15; at Godmanchester girls could sell and demise their lands at the age of 16, boys at the age of 20 (1324). The Southampton custom therefore seems to be fairly normal (*Borough Customs*, Vol. II, pp. cxxvii and 168-9).

are barred for ever by these presents. And I, indeed, the aforesaid Ralph and my heirs will warrant the aforesaid two tenements, etc., to Nicholas Banastre and his heirs against the Abbot of Westminster and his successors for ever. Provided always that the said warranty extends only to the exclusion and shutting forth of me the said Ralph and my heirs as against the said Nicholas Banastre and his heirs, not to barring any recovery of value against me, Ralph, and my heirs in any manner. In witness whereof we have affixed our seals to these presents. Dated on the morrow of St. Michael, in the twelfth year of King Henry the Sixth.

To this court came Katerina, daughter of Peter Jamys and Joan his wife, and this Katerina was the wife of Andrew Payn, commonly called Drewet Payn, formerly burgess of the town of Southampton, and in her lawful widowhood, and in her own proper person, she declared that she was fifteen years of age and more, that is, that she was seventeen years of age on the Feast of St. Laurence last past, and she asked to be allowed to prove her age aforesaid according to the custom of the town aforesaid, and this has been granted to her by the aforesaid court. Upon which the burgesses of the aforesaid town, namely, William Soper, William Nycoll, Walter Fetplace, Robert Florys, John Pole, John North, Drapere, William Fleccher, John Comp-

⁴ *Katharine Jamys* subsequently married John Serle. From her first husband, Andrew Payn, she inherited two messuages in the town, which were left to her and her heirs. These messuages became the subject of a lawsuit in Chancery brought against Peter Jamys by Katharine and her second husband (see Introduction).

⁵ *John Pole*, possibly identifiable with John Pole, tailor of Southampton, who was sued for trespass in 1431 (*Pat. Rolls Cal.*, 1431, p. 165). About the same time a John Pole was deputy for the Lord Admiral in Southampton (*Hist. MSS. Com. Report*, XI, Appendix III, p. 136). A man of the name owned numerous tenements in Southampton in 1455 (Terrier).

⁶ *William Fleccher*, bailiff 1439 (J. S. Davies, *Hist. of Southampton*, p. 173).

⁷ *John Compton* was concerned in making an aqueduct at the Bargate in 1430. He bought materials for the work, and payment for goods was made through him (*Hist. MSS. Com. Report*, XI, Appendix III, pp. 139-40).

Fol. XLII B (*continued*).

Gilbertus holbeme,¹ Nicholaus Belot,² henricus Barbor, Johannes Crowe,³ Johannes Anketyll, Johannes Arblaster, Thomas Braybrok et Johannes Danburg, presentes in curia jurati coram Petro Jamys tunc maiore ville Suthampton Willielmo Marche⁴ et Roberto hovyngham tunc ibidem Ballivis die Martis xii^{mo} die mensis Aprilis Anno regni Regis henrici sexti post conquestum Anglie terciodecimo.⁵ Et adtunc ibidem prefati jurati ad veritatem in premissis dicendam secundum consuetudinem ville predictae dicunt super sacrum suum quod predicta Katerina est etatis quindecim annorum et amplius quia dicunt quod dicta Katerina fuit etatis decem et septem annorum in festo Sancti laurencii martiris ultimo preterito⁶ et quilibet dictorum duodecem burgensium per se per dictos maiorem et Ballivos [juratus dicit quod nata est]⁷ in villa predicta in festo Sancti Laurencii Anno regni regis henrici quinti patris domini Regis quarto⁸ et in ecclesia parochiali Sancte Crucis in villa predicta eodem festo per Thomam Halughton nuper vicarium ecclesie predictae baptisata et eius compater fuit Walterus Fetplace et eius commatres fuerunt Isabella nuper uxor Willielmi Soper et Katerina nuper uxor Willielmi Nycoll et quilibet dictorum duodecem burgensium dicit separatim quod ipsemet fuit adtunc commorans in villa predicta super quo dicta Katerina petit probacionem predictae etatis sue supradicte coram dictis maiore et Ballivis secundum consuetudinem ville predictae irrotulari quod ei concessum est per curiam predictam.

¹ *Gilbert Holbem* is described in the *Patent Rolls Calendar* as a "tayllour." But he must also have been a trader, as in 1428 he shared in the lading of the "Mary of Hampton," which chiefly consisted of wine (Port Book, 1428); and in 1433 he was sued for debt by a taverner at Oxford (*Pat. Rolls Cal.*, 1433, p. 237).

² *Nicholas Belot* was one of the three or four merchants mentioned in 1443-4 as "hosts" of the aliens in Southampton (Subsidy Rolls, 21 Henry VI, 173/107). He held numerous tenements in the town (Terrier, 1455). He was apparently a merchant trading in wine, oil, wax, fruit, etc. (K. R. Customs a/c, 11-12 Henry VI, 141/21).

³ *John Crowe* received 20/- yearly for keeping the town clock (*Hist. MSS. Com. Report*, XI, Appendix III, p. 136).

ton, Gilbert Holbeme, Nicholas Belot, Henry Barbor, John Crowe, John Anketyll, John Arblaster, Thomas Braybrok, and John Danburg, present in the court, were sworn before Peter Jamys, then mayor of the town of Southampton, William Marche and Robert Hovyngham, then bailiffs there, on Tuesday the twelfth day of the month of April, in the thirteenth year of the reign of King Henry the Sixth after the Conquest of England. And then the aforesaid men, sworn there to speaking the truth on the matters aforesaid according to the custom of the aforesaid town, declare upon their oath that the aforesaid Katerina is fifteen years of age and more, because they say that the said Katerina was seventeen years of age on the Feast of St. Laurence the Martyr last past, and each of the said twelve burgesses by themselves being sworn by the said mayor and bailiffs [say that she was born] in the aforesaid town on the Feast of St. Laurence, in the fourth year of the reign of King Henry the Fifth, the father of the present lord king, and was baptised in the parish church of Holy Rood in the town aforesaid on the same feast day by Thomas Halughton, late vicar of the aforesaid church, and her godfather was Walter Fetplace and her godmothers were Isabella, late wife of William Soper, and Katerina, late wife of William Nycoll, and each of the said twelve burgesses says separately that he himself was then living in the aforesaid town. And on this the said Katherina asks that the proof of her age aforesaid should be enrolled in the presence of the said mayor and bailiffs, according to the custom of the aforesaid town, which has been granted to her by the court aforesaid.

⁴ *William Marche*, Parliamentary burgess 1436-7 (J. S. Davies, *Hist. of Southampton*, p. 202). He was dead by 1446, as in that year his widow Joan is described as the wife of Nicholas Holmbegge (*Hist. MSS. Com. Report*, XI, Appendix III, p. 84).

⁵ Tuesday, April 12th, 1435.

⁶ August 10th, 1434.

⁷ "Dicit quod nata est"—these words are conjectured; they do not appear in the original.

⁸ August 10th, 1416.

[ORDINANCES.]

[Transcribed.]

(The following document is written on a loose sheet of paper and tacked to p. 43, on which it is again copied.)

Fol. XLIII.¹

At thassemble holdyn in the yeld hall of the Towne of Suthampton the Fryday next before the Fest of Seynt Mattheuwe, the xxi yere of our sovereign lord kyng harry the VIIth,² John Flemyng³ mayr of the Towne aforesayde by thassent of the iiii Aldermen, the Shryff, the iiii discretēs,⁴ the xii Jurattes, the Bayliffs, Burgeyses and comnalte ther assemblid of oon assent and consent hav ordeyned and ennactyd by thadvice aboue wretyn that from hensfurth the mayr of this Towne for the tyme being haue and resceyve of the Stuard of the Towne or of his depute⁵ toward his charges so occupying oon hole yer x li. to be allowid to the sayd Stuard by the Auditours uppon his accompt To thintent following, that is to sey that no mayr from this day forewards take uppon hym to resceyve or handill any of the Townys money, that is to wete, he shall make no fynes except it be at the Audithous⁶ callyng to hym ii or iii of thaldermen or the discretēs at the lest, And the money thereof

¹ For the importance of these Ordinances see Introduction to Vol. I.

² Friday, September 19th, 1505. This is the correct date. The ordinances were quoted by mistake in the Introduction as belonging to the year 1503.

³ *John Flemyng*, probably grandson of the John Fleming mentioned in Fol. xxx b, sheriff 1500, mayor 1504, 1505 (Speed's *Hist. of Southampton*, E. R. Aubrey ed.—Southampton Record Soc. pub.—p. 183), Parliamentary Burgess 1503-4 (J. S. Davies, *Hist. of Southampton*, p. 203). He held one of the closes to the south of East Street (*ib.*, p. 53). He possessed also the spring in Lobery Mead, whence the town conduit in Goswell Lane was supplied; and in 1515 he granted this spring to the town. In the same year he obtained leave to bring a small pipe from the main conduit to a "Cock of Brass" at Holy Rood (*ib.*, p. 115, and Speed's *Hist. of Southampton*, etc., pp. 32-34). Beside his municipal offices he was controller of the customs at Southampton in 1509 (*Letters and Papers of the Reign of Henry VIII*, J. S. Brewer ed., No. 277).

⁴ The four discretēs here mentioned are possibly the four sworn discretēs or jurors who were yearly chosen to maintain all statutes concerning the Fishmarket, and the sales of meat, poultry and bread (*Oak Book*, P. Studer ed.—Southampton Record Soc. pub.—Vol. I, p. 43, Ord. 81).

⁵ The *Deputy Steward* is not mentioned either in the charters or in the ordinances in the *Oak Book*. His existence may be taken as a sign of the increasing complication of the town business.

⁶ *Audit House*—used then, as now, as the Town Hall—stood in the middle of the High Street (or English Street) (Speed's *Hist. of Southampton*, E. R. Aubrey ed., p. 38, n. 1). The mayor and aldermen frequently met there—as well as at the Guildhall—especially to try breaches of trade ordinances (see J. S. Davies' *Hist. of Southampton*, p. 270); presumably the fines for such offences are those alluded to in the text; and the ordinance forbids the mayor to levy them on his own responsibility alone.

Fol. XLIII (*continued*).

comyng to be put in to the Comen boxe in the seyde Audithous. Of the which box the seyde mayr to haue oon key and oon of the Aldermen the toder.

And over this, that lawday money,¹ the Cartes at the West key,² the pound and toll, and suche money as growys of the making of Burgeys³ be gad[ered] and resceyvid by the under Stuard and he to make accompt thereof, so that the Towne be truly answeyrd therof by the sayd understuard. And affor the saide fynes to be spent by the mayers commaundment hauing advice of his most discrete brethirne in suche things nedefull by the sayde mayr and his sayde brythirne shalbe thought most exped[ient] for the Townys profite. And if any mayer from hensfurth do contrary [to] this act And ordinaunce then he to forfeite his sayde Annuite of x li. and never to be alowid of any peny thereof. And this act to be enrol[lyd] in the blakke booke And so to be executid for ever. To which act and ordinaunce the sayd mayr and aldermen, Shryve and discrettes the xii Juratts with dyvers othir burgeyses haue sette ther Signe-manuelles the day and yer a boue Wretyn.

Be it ferther enacted that the blacke booke be all weyes kept under ij lokys, also that the water bayle⁴ shall resseive no money growinge yn his office, but his clerke to fynd suerte to the Town, and he to ressave the money and wekely to accompt before the meyer, the Towne Clerke and ii auditours, and that ii of the Auditours and the towne clerk every Saturday be reddey

¹ *Lawday Money*. The Lawday was, properly speaking, the day of any meeting of an open court, but it was commonly used of the meeting of the Court Leet; hence Lawday money was presumably the fines paid at the Court Leet (see F. J. C. Hearnshaw's "Court Leet of Southampton," in the *Hants Field Club Proceedings*, Vol. V, Part II, 1906, p. 214).

² *Cartes at the West Quay*. Tolls were sometimes levied by cart load, especially on bread; and in some cases the toll was specified as being on a cart load of goods *brought from the water*. The West Quay, at the end of what is now Westgate Street, was an important business centre in Southampton (for tolls, etc., see *Oak Book*, Vol. II, p. 2, etc.).

³ *Money from the making of Burgesses*. The son of a burgess could at this time become a burgess on payment of ten shillings (*Oak Book*, Vol. I, p. 118). No burgess might sell his burgess-ship. Men could be admitted as burgesses, however, by consent of the corporation (*ib.*, p. 147); and presumably they paid for the privilege.

⁴ The *Water Bailiff* was clearly an official with jurisdiction over the dues levied at the water gates. Overey's ordinances (1491) provide that the "Water Bailly" shall always be ready to present his books for auditing, and shall make due entry of all goods coming to the town (*Oak Book*, Vol. I, pp. 153 and 155).

Fol. XLIII (*continued*).

at the audyte hows to take the seid town clerke is accompte uppon payne to lose to the towne every of them xl d. for every defawte.

[Signed]¹ John Flemyng, John Godfry,² Johannes Williams, notarius publicus, Rychard Walsch, John Sablins, Harre Jamys, Willyam Westmyll,³ Christofer Am[brose],⁴ Petyr Spryg,⁵ Robert byschop, John Dawtry,⁶ W. Godfrey, Robert Wryght,⁷ John Baudwen,⁸ John Gozhe,⁹ Richard hill,¹⁰ Raulin Sewt, Thomas Ledyard, John favie, Petyr Stoner,¹¹ Thomas W . . .¹²

¹ These names appear only on the tacked-in sheet of page.

² *John Godfry*, sheriff 1492, mayor 1496 and 1505-6 (J. S. Davies, *Hist. of Southampton*, p. 175). He was said to have taken Perkin Warbeck prisoner at Beaulieu and to have received forty pounds therefor, which he credited to the corporation (Speed's *Hist. of Southampton*, p. 122).

³ *William Westmyll*, sheriff 1513 (J. S. Davies, *Hist. of Southampton*, p. 175).

⁴ The signatures here are very indistinct; only the first two letters of the name "Ambrose" can be distinguished.

⁵ *Peter Spryg*—probably identical with Peter Spring—mayor 1499 and sheriff 1494 (J. S. Davies, *Hist. of Southampton*, p. 175).

⁶ *John Dawtry*. A John Dawtry was Parliamentary Burgess in 1495; and a controller of customs in 1515 bore the same name (J. S. Davies, *Hist. of Southampton*, pp. 203 and 115). It may be fairly presumed that they are identical. The controller was exceedingly active in preparation for the expeditions against the French in 1513 (Henry VIII, Letters and Papers, Nos. 4104, 4527, etc.). There is a curious grant to him of a slip of land in Postern Lane in Overey's Terrier (*Oak Book*, Vol. I, p. 159).

⁷ *Robert Wright*, sheriff 1504 (J. S. Davies, *Hist. of Southampton*, p. 175).

⁸ *John Baudwen*, sheriff 1500, mayor 1506 and 1513; died 1514 (J. S. Davies, *Hist. of Southampton*, p. 175).

⁹ *John Gozhe*, presumably John Gough, sheriff 1503 (J. S. Davies, *Hist. of Southampton*, p. 175). Possibly the same as the John Gowthe, master of the "Mary and Jessey," who delivered 56 cables to the customer, John Dawtrey, in 1513 (Henry VIII, Letters and Papers, No. 4527).

¹⁰ *Richard Hill*, mayor 1511, 1519 and 1520 (J. S. Davies, *Hist. of Southampton*, pp. 175-6).

¹¹ *Petyr Stoner* or *Stonherd*, mayor 1512, sheriff 1507 (J. S. Davies, *Hist. of Southampton*, p. 175).

¹² Names illegible.

[Abstracted.]

Fol. XLIII B. Southampton. King's common court held before Robert Aylward, then mayor, John Payn and Robert Florys, then bailiffs, on Tuesday the 27th of May, 15 Henry VI.¹

Peter Upryght, of Falle,² in Hampshire, and Edith his wife, laid before the court a certain release which they had executed on behalf of themselves and their heirs in favour of John Bedyll, burgess of Southampton, and his heirs. Thereby they quit-claimed to the said John Bedyll all their rights in two cottages on the west side of English Street, between a vacant plot of land, now belonging to William Chamberleyn and formerly to Hugo le Graunt, on the south, and a tenement belonging to William Chaumberleyn, on the north, and extending to another tenement of Chamberleyn's, on the west.

Clause of warranty.

Sealed by the grantors, and with the mayor's seal "because our seals are unknown to many."

Witnesses: Officers as above, William Nycoll, Walter Fetplace and Peter Jamys, aldermen, John Emery, John Estewell, John Flemyng, and many others.

Dated at Southampton May 27th, 15 Henry VI.

Acceptance by Edith. Enrolment granted.

Fol. XLIII B (2).

[Abstracted.]

Release laid before same court by Richard Forster, of Falle, and Cristina his wife, sister of Peter Upryght, who had executed a release in favour of John Bedyll, burgess of Southampton, of all claims to the two cottages above described.

Clause of warranty.

Sealed by grantors, and with the mayoral seal "because our seals are unknown to many."

Witnesses as above.

Dated at Southampton May 28th, 15 Henry VI.³

Clause of acceptance by the said Cristina.

Enrolment granted.

¹ There is apparently an error here. May 27th, 15 Henry VI, was a Monday; the date should probably be Tuesday, 28th May.

² Falle: Fawley.

³ May 28th, 1437.

[Abstracted.]

Fol. XLIV. Southampton. King's common court held before William Nycoll, mayor, John Bedyll and James Thyrlletharappe,¹ bailiffs, on the Tuesday after the Feast of the Invention of the Cross, 17 Henry VI.²

William Page, of Romesye, "Tayllour," came to the court,³ and Agnes his wife, one of the daughters and co-heiresses of Thomas Hampton, late of Sparkeford, near Winchester. They granted to William Flecher, burgess of Southampton, all their share of a barn, curtilage and two acres of arable land in the suburb of Southampton, in the parish of St. Mary, on the west side of the street formerly called Bradeweie and now Baggerewe, between a curtilage and arable land belonging to the said William Flecher on the south, and William Nycoll's land on the north, and opposite to St. Mary's cemetery⁴ on the east, and extending to the ditch of Hoggyslond on the west. They also granted to the same William their share of two cottages and gardens in the same suburb, on the east side of "Bovebarrestrete," between a tenement belonging to Robert Glasse, "Wheler," on the north and a tenement belonging to the Convent of St. Denis on the south, and stretching eastward⁵ to the field of "Hoggyslond"; to be held by William Flecher, his heirs and assigns, of the chief lords of the fee by the customary services.

Clause of warranty.

¹ *Jacob Thyrlletharappe*, balliff 1438-9 (*J. S. Davies, Hist. of Southampton*, p. 173).

² Tuesday, May 6th, 1439.

³ There has been some confusion at the beginning of this deed. Instead of the usual formula declaring the grantors lay a deed before the court, the first sentence runs: "Ad hanc curiam venit Willielmus Page de Romesye Tayllour et Agnes uxor eius, una filliarum et coheredum Thome Hampton nuper de villa de Sparkeford juxta Wynton, unanimi nostro assensu et consensu dedimus, etc."; i.e., "To this court came William Page, of Romesey, tailor, and Agnes his wife, one of the daughters and co-heiresses of Thomas Hampton, late of the town of Sparkeford, by Winchester, we by our unanimous assent and consent have given, etc." Clearly the sentence describing the appearance of the grantors in court has been confused with the beginning of the grant.

⁴ *Cemetery of St. Mary's*. The position of the cemetery appears pretty clearly from the map of 1791. Bag Row is here marked as running north from East Street and west of the Church of St. Mary, and then becoming merged in Love Lane. Both Love Lane and Bag Row seem to have been on the site of what is now St. Mary Street. Hoglands lay west of Bag Row at its northern end, and thus, if the cemetery was opposite to a plot of ground bounded by Hoglands ditch, it must have been almost entirely on the north side of the church.

⁵ "Et extendit se in longitudine de vico predicto ex parte occidentali usque ad campum de Hoggyslond ex parte occidentali." The repetition of the word "occidentali" is probably a clerical error for "orientali."

Fol. XLIV (*continued*).

Sealed by the grantors, and with the seal of the mayoralty
"because our seals are unknown to many."

Witnesses: Officers as above, Walter Fetplace, Peter Jamys, William Marche and Robert Aylward, aldermen, William Sopere, William Chamberlayn and others.

Dated at Southampton the Tuesday before the Feast of St. Mark the Evangelist, 17 Henry VI.¹

Fol. XLIVB. Clause of acceptance by the said Agnes, enrolment and livery of seisin.

[*Abstracted.*]

Deed of feoffment brought before the same court² by John Kamberlayn, recently of Southampton, goldsmith, and Amicia his wife, daughter and co-heiress of Thomas Hampton, lately of the township³ of Sparkeford, near Winchester. John and Amicia have granted to William Flecher their share in the same barn, cottages,⁴ and arable land specified above; to be held of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors, and with the seal of the mayoralty
"because our seals are unknown."

Witnesses and *date* as above.

Clauses of acceptance and enrolment. Livery of seisin.

¹ Tuesday, April 21st, 1439.

² Formula as usual.

³ "Villata"; the word in the previous deed was "villa."

⁴ In this case Hoglan is described as bounding the cottages in "Bovebarrestrete" "ex parte orientali."

[*Transcribed.*]

Fol. XLV.¹ Be hit had in mynde that where contencion, debate and stryff was for the Gawge of Wynes and oyle,² and whereas Thomas Overay,³ Gawger by vertue of the kynges auctorite, claymed to have for the gawgeyng of every pipe—ii^d, for every tonne—iii^d, and for every tonne Oyle—viid. Wher uppon was grete debate, butt att the last ine frere church⁴ bifore John Walssh⁵ then meyre of the town of Southampton, John Dawtrei one of the kynges Custumers there, Thomas Thomas,⁶ countroller of the same custumes, William Justice⁷ Shrief of the same town, Reynold Chamber, John Godfray, John Bawdewyn ther town bailly,

¹ This entry is in a much later hand than those immediately preceding and following it.

² The question of the gauge of wine and oil was the subject of many Parliamentary enactments. In 1380 it was declared that greater strictness should be exercised in the matter, as wine was frequently brought into the county ungauged, and therefore without paying the gauger's fee, and the kingdom was thereby injured (*Parl. Rolls*, Vol. III, p. 97b); in 1393 it was ordained that the office of gauger should be held only during the king's pleasure (*ib.*, p. 323). But this did not prevent official exactions; and in 1439 it was declared that the gauger should only take what was customary. The London deputies, however, did not conform to local custom, and in 1444 there was a complaint that whereas the gauger formerly received only a penny, these London officials exacted 4d. or 6d. (*ib.*, Vol. V, pp. 31a, 116b and 117a). The rates stipulated for in the above agreement are the same as the rates mentioned in the Appendix to the *Oak Book*, which were in force nearly two hundred years before this date.

³ *Thomas Overay*, the most distinguished of the family of Overay, who were long resident in Southampton, held numerous offices in the town. He was Parliamentary burgess in 1485 (J. S. Davies, *Hist. of Southampton*, p. 203), sheriff in 1487, and mayor in 1488-90 (*ib.*, p. 175). His mayoralty was marked by the issue of the ordinances published under his name in Professor Studer's edition of the *Oak Book* (Southampton Record Soc. pub.). These ordinances suggest that their promotor was a man of some political principle, at least in local politics. They are described as "remedies provided . . . for thonoure and commonwele of the same towne for divers grevous compleyntes made to the seid Meire." The ordinances were specially directed towards restoring what were said to be the old customs of the town. The twelve jurats, who elected all the other officers, were to be chosen by the community instead of by a select body called the "Bench." The mayor and aldermen were to take their share in the town burdens; the town accounts were to be audited. Generally, the intent of the ordinances was to increase popular power and to check corruption (*Oak Book*, Vol. I, pp. xli, xlii and Appendix C.). Overay's mayoralty was also marked by a survey of the town lands and an official statement of the town boundaries (J. S. Davies, *Hist. of Southampton*, p. 42). Overay apparently retained his office of town gauger till his death in 1509 (*Letters and Papers of Henry VIII*, Vol. I, No. 256).

⁴ The Church of the Friars Minor.

⁵ *John Walsh*, sheriff 1493, mayor 1494-5 (J. S. Davies, *Hist. of Southampton*, p. 175). Presided over an Admiralty Court in 1493 (*ib.*, p. 340).

⁶ *Thomas Thomas*, Parliamentary burgess 1495 (J. S. Davies, *Hist. of Southampton*, p. 203); searcher of the Port of Southampton and constable of the Castle (*Letters and Papers of Henry VIII*, Vol. I, Nos. 798 and 820). He owned one of the closes to the south of East Street, about which a dispute arose with God's House in 1503 (J. S. Davies, *Hist. of Southampton*, p. 53). He fell into disgrace with the government, as his name appears among the list of those exempted from the general pardon in 1509. The pardon was, however, granted a few weeks later (*Letters and Papers of Henry VIII*, Vol. I, Nos. 12 and 112). He died shortly afterwards.

⁷ *William Justice*, sheriff 1495, mayor 1501 (J. S. Davies, *Hist. of Southampton*, p. 175). Traded in cloth 1492-3 (K. R. Customs a/c, 7-8 Henry VII, 142/11).

Fol. XLV (*continued*).

James Meryk,¹ Robert Bysshop, Robard Young,² John Gough, John Adams, John Payn³ and Thomas Boterell, the viiith day of Octobre the xith yere of the Reigne of kyng harry the VIIth.⁴ The said Thomas Overay was content and agreed to take for every pipe Wyne gawged—i^d., and for every tonne—ii^d., and for every tonne oyle—iii^d. accordyng to the old custume of the said town of all men of the said town and of all other Inglisshe men. And as for other alienes and straungers they to sue them self for their remedye.

Wetennes me, John Walsche mayor.

John Dawtrey.

T. Thomas.⁵

Fol. XLV B. Blank.

¹ *James Meryk*, sheriff 1497 (J. S. Davies, *Hist. of Southampton*, p. 175).

² *Robert Young*, sheriff 1502 (J. S. Davies, *Hist. of Southampton*, p. 175). Imported wine (K. R. Customs a/c, 7-8 Henry VII, 142/11).

³ *John Payn*, perhaps the son of the turbulent mayor of the reign of Henry VI. A John Payn, hostler, of Southampton, gave a bond for £20 in 1485-6 (*Ancient Deeds*, Vol. III, p. 521, D. 982). He was presumably well off, as he held a tenement in Holy Rood of the town for 25/8 a year (Overy's Terrier). He traded in cloth (K. R. Customs a/c, 7-8 Henry VII, 142-11).

⁴ October 8th, 1495.

⁵ These three signatures are autograph.

Fol. XLVI.

[Transcribed and Summarised.]

Suthamptona. Curia communis domini Regis tenta apud Suthamptonam coram Willielmo Nycoll tunc ibidem maiore, Johanne Bedyll et Jacobo Thyrlletharapp tunc ibidem Ballivis die martis tercio die mensis marcii 17 Henry VI.¹

Ad hanc curiam venerunt Willielmus Page et Agnes uxor eius in propriis personis suis et protulerunt, etc., quandam cartam feoffamenti iam hic ut sequitur irrotulatam totam paratam, scriptam et sigillatam de certa terra de jure et hereditate prefate Agnetis, per prefatum Willielmum tam nomine suo proprio quam etiam nomine dicte Agnetis data et concessa Johanni Selder burgensi ville Suthamptone, heredibus et assignatis suis, unde et de qua quidem terra specificata in hac carta hic irrotulata plena seisina inde prius et ante exhibicionem istius carte in hac curia et ante aliquam examinationem ipsius prefate Agnetis in eadem curia sive in aliqua alia curia fuit deliberata per eundem Willielmum in absencia prefate Agnetis uxoris eius et hoc per aliam cartam eidem Johanni Selder et Ibote uxori eius prius confectam. Cujus quidem posterioris carte iam hic irrotulate tenor sequitur et est talis. Sciant presentes et futuri quod nos Willielmus Page et Agnes uxor eius mea ex unanimi nostro assensu, etc., dedimus, etc., Johanni Selder burgensi, etc., duas croftas nostras terre arabilis, etc.; quarum una crofta vocatur Underdowne et jacet in suburbio ville Suthamptone predicte in parochia Omnium Sanctorum super le Stronde² inter montem vocatum Levedowne ex parte orientali et fossam aque currentis versus Acresbyrge³ ex parte occidentali, et terram Johannis Flemyng vocatum Bernardesfelde ex parte boriali et viam regiam vocatam le Stronde ex parte australi; habendum et tenendum predictas duas croftas terre arabilis, etc., Johanni Seldere, etc., in perpetuum de capitalibus dominis feodi illius per servicia

¹ Tuesday, March 3rd, 1439.

² *Le Stronde* was beneath Levedon, as the rising ground near what is now the Polygon was called; in fact, the Strand ran from Gosenwell Lane to Levedon (J. S. Davies, *Hist. of Southampton*, pp. 436-7). At this time the Strand ran by various plots of arable land. Crofts in this position were rented at 1/4, 1/3 and 6d. (Rent and Survey, 25 Henry VI, Roll 596).

Southampton. Common court of the lord king held at Southampton before William Nycoll, then mayor there, John Bedyll and James Thyrlletharapp, then bailiffs there, on Tuesday the third of March, 17 Henry VI.

To this court came William Page and Agnes his wife, in their own persons, and brought, etc., a certain deed of feoffment, already enrolled here, as follows, quite ready, written and sealed, concerning a certain piece of land belonging by right and inheritance to the aforesaid Agnes, and given and granted by the aforesaid William, both in his own name and also in that of the said Agnes, to John Selder, burgess of Southampton, and his heirs and assigns. And full seisin had been delivered of this land specified in the deed here enrolled by the same William, in the absence of the aforesaid Agnes his wife, and before the laying of that deed before this court and before any examination of the aforesaid Agnes in the same court or in any other court, and this [conveyance] was formerly made by another deed to the same John Selder and Ibota his wife. And of this former deed, already here enrolled, the substance follows and is this: Know all men, present and future, that we, William Page and Agnes my wife, by our unanimous agreement, etc., have given, etc., to John Selder, burgess, etc., our two crofts of arable land, etc., of which one croft is called Underdown, and lies in the suburb of the town of Southampton aforesaid, in the parish of All Saints, on the Strand between the hill called Levedowne on the east side and a watercourse running towards Achard's Bridge on the west, and the land belonging to John Flemyng called Bernardesfeld on the north and the king's highway called the Strand on the south. To have and to hold the aforesaid two crofts of arable land, etc., to John Seldere, etc., for ever of the chief lords of that fee by

³ *Acresbyrge*, or *Achard's Bridge*, now the Four Posts Bridge, stood a little to the north of West Marlands, not far from the east shore of the Test. It crossed a brook called the Rolle Brook (J. S. Davies, *Hist. of Southampton*, p. 436). It was one of the four crosses of the franchise, and a cross is noted as standing there in the perambulation of 1498 (Speed's *Hist. of Southampton*, p. 12, E. R. Aubrey, ed.).

Fol. XLVI (*continued*).

inde debita, etc. Et nos vero Willielmus Page et Agnes uxor mea heredes et assignati nostri predictas duas croftas, etc., prefato Johanni Seldere, etc., contra omnes gentes warantizabimus, etc., in perpetuum, etc. In cuius rei testimonium huic presenti carte nostre sigilla nostra apposuimus. Et quia sigilla nostra pluribus sunt incognita sigillum officii maioratus ville Suthampton predictae hiis apponi procuravimus. Et ego vero Willielmus Nycoll maior, etc., ad personalem rogatum prefatorum Willielmi et Agnetis sigillum officii nostri maioratus, etc., presentibus duximus apponendum. Hiis testibus Willielmo Marche, Waltero Fetplace, Petro Jamys, Roberto Aylward tunc ibidem Aldermannis, Johanne Bedille et Jacobo Turwitharap (*sic*), etc., Ballivis, Johanne Caws tunc seneschallo, Willielmo Balle, Roberto Riall, Stephano Stamforde, Johanni Harolde et multis aliis. Datam apud Suthamptonam predictam in die Sancti Agathe virginis 17 Henrici VI.¹ Qua quidem carta ista prescripta publice lecta, etc., prefataque Agnes per se sola diligenter examinata, onerata, et jurata coram prefatis maiore, etc., fatetur dictam cartam esse factum suum, etc.,² et petit eandem cartam hic inbreviari, etc., quod concessum est ei, etc. Set prius ut supra, inde fuit deliberata seisina et non per istam cartam super recognitionem suam predictam.

Fols. XLVI B,
 XLVII,
 and
 XLVII B.

Blank.

¹ February 5th, 1439.

² Usual formula.

the services thence due, etc. And we, indeed, William Page and Agnes my wife, our heirs and assigns, will warrant, etc., the aforesaid two crofts, etc., to the aforesaid John Seldere, etc., against all persons for ever. In witness whereof we have affixed our seals to this our present deed. And because our seals are unknown to many, we have caused the seal of the mayoralty of Southampton to be affixed to these. And I, indeed, William Nycoll, mayor, etc., at the personal request of the aforesaid William and Agnes, have brought the seal of our office of mayoralty, etc., to be affixed to these presents. These being witnesses, William Marche, Walter Fetplace, Peter Jamys, Robert Aylward, then aldermen there, John Bedille and James Turwitharap, etc., bailiffs, John Caws, then steward, William Balle, Robert Riall, Stephen Stamforde, John Harolde, and many others. Dated at Southampton aforesaid on the day of St. Agatha the Virgin, 17 Henry VI. And this deed aforewritten being publicly read, etc., and the aforesaid Agnes carefully examined by herself, charged and sworn before the aforesaid mayor, etc., declares the said deed to be her own doing, etc., and asks that the same deed may be here enrolled, etc., which has been granted to her, etc. But before this as above [stated] seisin had been delivered, and not by that deed, on her aforesaid recognition.

[Summarised.]

Fol. XLVIII (1). King's common court held at Southampton before Walter Fetplace, mayor, and William Flecher and James Trewetharpe, bailiffs, Tuesday, March 1st, 18 Henry VI.¹

Grant and Release brought before court by John Fyssmark and Isabella his wife, whereby John Fysmark, senior, of Southampton, granted to Gabriel Corbet,² burgess of the same, and Mabilla his wife, a tenement called the Chayne³ with a gate and approach in the parish of St. John, in the street called the Coleheye⁴ on the sea shore within the stone wall of the town, between Walter Fetplace's tenement and a part of the tenement of William Bradwey on the east and a tenement of William Nycoll on the west, and the highway on the south and John Pole's tenement on the north; and the said gate and approach are beneath the upper room of a bakehouse formerly belonging to Walter Fetplace. To be held by Gabriel Corbet and Mabilla and their heirs of the chief lord of the fee by the customary services, etc.

Clause of warranty.

Sealed by John Fyssmark, and with seal of mayoralty "because my seal is unknown to many."

Witnesses: Mayor and bailiffs as above, Peter Jamys, John Emmery, William Marche and Robert Aylward, aldermen, William Sopere, John Estewelle, John Payn, John Flemyng and others.

Dated at Southampton December 6th, 18 Henry VI.⁵

No separate acceptance.

John Fyssmark, senior, requests its enrolment, which is granted.

¹ Tuesday, March 1st, 1440.

² *Gabriel Corbet*, mariner, was born at Venice; made a denizen of Southampton in 1431 (*Pat. Rolls Cal.*, p. 117); bailiff in 1443 and sheriff in 1453 (J. S. Davies, *Hist. of Southampton*, p. 174). Even previous to his denization, in 1428 he was an important Southampton trader, exporting wine and wheat (Port Book, 1428), and in the customs accounts of the reign of Henry VI his name appears frequently. His trade seems to have prospered, since in the Terrier of 1455 he appears as holding two or three tenements beside the "Chayne," all recently acquired.

³ *The Chayne*. This name long remained in use in Southampton. As far back as 1381 the tenement of this name was granted to John Slegh, the yearly value being assessed at 3/4 (*Pat. Rolls Cal.*, p. 585). It appears in the Terrier of 1455; and as late as 1637 it is again mentioned, the value then being 13/4.

⁴ *Coleheys* or *Coleheys* appears to have been a street running just inside the town wall of Southampton, west of the Watergate. It is not, however, marked (under this name at least) in the early maps of Southampton. It seems to have been mainly a street of cellars and bakehouses; but it also contained "The Long House," which belonged to the town, and which stood on the south side of the *Coleheys* or *Coleys* (see Terrier of 1455).

⁵ December 6th, 1439.

[Summarised.]

Fol.
XVIII (2). Release laid before court by John Fysmark, senior, and Isabella his wife, whereby they quit-claimed to Gabriel Corbet all their rights in the above tenement called the Chayne.

Clause of warranty given by both John and Isabella.

Sealed as above, but with the addition of Isabella's seal.

Witnesses as above.

Dated at Southampton, September 15th, 18 Henry VI.¹

Fol.
XVIII B. Separate acceptance by Isabella. Enrolment granted.

[Summarised.]

²Release laid before the same court on the same day by John Fysmark, junior, son and heir of John Fysmark, senior, and of Isabella his wife, whereby he, being of full age and lawful power, quit-claimed to Gabriel Corbet and Mabilla all rights in the tenement called the Chayne, recently granted to Corbet by John Fysmark, senior.

Clause of warranty.

Sealed by grantor, and with town seal "because my seal is unknown to many."

Witnesses as above.

Dated at Southampton December 20th, 18 Henry VI.³

John Fyssmark, junior, requests its enrolment, which is granted.

¹ September 15th, 1439.

² This deed has one or two peculiar formulas, which are repeated in the following deed, Fol. xlix. This latter deed (Fol. xlix) has been partially transcribed for the sake of these formulas. The two deeds resemble each other exactly in form except that the present deed (Fol. xviii b) contains no clause of separate acceptance.

³ December 20th, 1439.

[*Transcribed and Summarised.*]

Fol.
XLIX (1). Curia communis domini Regis tenta apud Suthamptonam coram Waltero Fetplace tunc ibidem maiore, Willielmo Flecher et Jacobo Trewtharappe tunc ibidem Ballivis die martis primo die Marcii, 18 Henry VI.¹

Ad hunc diem et ad hanc curiam venit, etc., Katerina Fysmark filia et una heredum Johanni Fysmark senioris, etc., et Isabelle uxoris eius in propria persona sua et protulit, etc., quoddam scriptum relaxacionis cuius tenor sequitur, etc. Nov-erint universi per presentes me Katerinam Fysmark, etc., in mea plena etate et legitima potestate, etc., omnino pro me et heredibus meis in perpetuum quietum clamasse Gabrieli Corbet burgensi, etc., et Mabilie uxori eius heredibus et assignatis suis totum jus meum, etc., in toto illo tenemento cum porta et introitu, etc., vocato le Chayne, etc.,² et dicta porta cum introitu predicto est subtus solarium cuiusdam petrine prefati Walteri. Et quod quidem tenementum predictum prefati Gabriel et Mabilla nuper habuerunt ex dono et feoffamento prefati Johannis Fysmark senioris patris mei. Ita quod nec ego prefata Katerina Fysmark nec heredes mei, etc., aliquod jus, etc., in predicto tenemento, etc., deceteri exigere, etc., poterimus, etc. Et ego vero prefata Katerina et heredes mei totum predictum tenementum, etc., prefatis Gabrieli et Mabilie, etc., contra omnes gentes warantzabimus, etc. In cuius rei testimonium huic presenti scripto meo sigillum meum apposui. Et quia sigillum meum pluribus est incognitum sigillum officii maioratus ville Suthamptone predicte huic apponi procuravi. Hiis testibus, etc.³ Datum apud Suthamptonam predictam vicesimo die mensis Decembris anno regni regis Henrici sexti, etc., decimo octavo.⁴ Quo quidem scripto relaxacionis predicto publice viso, etc., prefataque Katerina per se sola ibidem, etc., diligenter examinata, etc., fatetur dictum scriptum relaxacionis esse factum suum et quod spontanee illud fieri fecit et sua propria manu illud scriptum ibidem sigillavit atque deliberavit absque coercione patris sui predicti aut alterius cuiuscumque persone, etc.,⁵ et petit idem scriptum Relaxacionis hic inbre-viari et irrotulari in forma recognitionis sue in exclusionem juri sui et heredum suorum imperpetuum quod concessum est ei, etc. Et sic irrotulatum hic, etc.

¹ Tuesday, March 1st, 1440.

² Description of the position of the "Chayne" as in Fol. xlviii.

³ Witnesses as in Fol. xlviii.

Common court of the lord king held at Southampton before Walter Fetplace, then mayor there, William Flecher and James Trewtharappe, then bailiffs there, on Tuesday, March 1st, 18 Henry VI.

On this day and to this court came, etc., Katherine Fysmark, daughter and one of the heirs of John Fysmark, senior, etc., and of Isabella his wife, in her own person and brought, etc., a certain release of which the substance follows, etc. Know all men by these presents that I, Katherine Fysmark, etc., of full age and with lawful power, etc., for myself and my heirs have entirely quit-claimed for ever to Gabriel Corbet, burgess, etc., and Mabel his wife, their heirs and assigns, all my right, etc., in all that tenement with a gate and entrance, etc., called the Chayne, etc., and the said gate with the entrance aforesaid is below the solar of a certain bakehouse belonging to the aforesaid Walter. And of this very tenement aforesaid the aforesaid Gabriel and Mabel lately became possessed from the gift and feoffment of the aforesaid John Fysmark, senior, my father. So that neither I, the aforesaid Katherine Fysmark, nor my heirs, etc., shall be able, etc., to claim, etc., any right, etc., in the aforesaid tenement, etc., in future. And I, indeed, the aforesaid Katherine and my heirs will warrant, etc., all the aforesaid tenement, etc., to the aforesaid Gabriel and Mabel, etc., against all men. In witness whereof I have affixed my seal to this present deed. And because my seal is unknown to many, I have caused the seal of the mayoralty of the town of Southampton aforesaid to be affixed thereto. These being witnesses, etc. Dated at Southampton aforesaid, December 20th, 18 Henry VI. And this deed of release aforesaid being publicly viewed, etc., and the aforesaid Katherine by herself alone being there, etc., carefully examined, etc., she declared the said deed of release to be her own doing and that she had caused it to be executed of her own free will, and that she had sealed this writing there with her own hand and delivered it, without compulsion from her father aforesaid or from any other person, etc., and she asks that the same deed of release may be here inscribed and enrolled in the form of her recognition to the exclusion of her right and that of her heirs for ever; and this has been granted to her, etc. And so it has been enrolled here, etc.

⁴ December 20th, 1439.

⁵ The clause as to the sealing with the grantor's own hand occurs very rarely in these documents. The acceptance without compulsion from *her father*, etc., is also rare.

[Summarised.]

Fol.
XLIX (2). Southampton. The king's common court held before Walter Fetplace, mayor, and William Flecher and James Trewetharappe, bailiffs, Tuesday, 19th of July, 18 Henry VI.¹

Release laid before court by Henry Kent, of Southampton, and Joan his wife, who have executed a release in favour of Gabriel Corbet, burgess, of all claim to a tenement in the parish of St. Laurence, on the east side of English Street between a tenement formerly belonging to Adam Merysshe, and now inhabited by Elias Syder, on the north, and a tenement of Walter Fetplace, now inhabited by John Brokhyrst, on the south; to be held by Gabriel Corbet and his heirs for ever.

Clause of warranty.

Sealed by grantors, and with town seal "because our seals are unknown to many."

Witnesses: Officers and aldermen as before, John Estewell, John Flemyng and many others.

Dated at Southampton, 19th July, 18 Henry VI.

Separate clause of acceptance by Joan and enrolment.

¹ July 19th, 1440.

[*Transcribed and Summarised*].

Fol. XLIX B. Ad curiam proxime prescriptam venit similiter prescriptus Henricus Kent in propria persona sua coram prescriptis maiore et Ballivis, etc., et protulit, etc., quandam cartam feoffamenti per quam idem henricus prius ante confectionem dicti scripti Relaxacionis en feoffavit prescriptum Gabrielem in tenemento prescripto cuius quidem carte feoffamenti tenor sequitur, etc.

The deed of feoffment of the tenement described (Fol. xlix(2)) made by Henry Kent alone, without the co-operation of his wife, is then given in the usual form.

Dated 15th July, 18 Henry VI.

Kent accepts it and requests enrolment, which is granted.

[*Transcribed.*]

Fol. L.¹

Indentura inter maiorem ville Suthampton ex parte una et Rogerum Kelsale ex parte altera.

Omnibus Christi fidelibus ad quos presens scriptum indentatum pervenerit Thomas Avan maior ville Suthampton et Willielmus Perchard et Ricardus Wiskard eiusdem ville Ballivi necnon tota communitas comburgensium ibidem salutem in domino sempiternam. Sciatis quod quodam² turris supra portam nostram vocatam le Watergate³ in australi parte ville predictae edificatam, valde ruinosa et debilis existit et non modica sumptuosa reparacione indigeat, tamen dilectus nobis frater Rogerus Kelsale unus valettorum corone domini nostri

¹ This whole deed, with the exception of the heading, is scored out. Roger Kelsale was attainted for taking part in Buckingham's rebellion a couple of years later, and the lease may have been cancelled in consequence.

² *Sic*.

³ The Watergate lay opposite to the end of English Street, with what is now Winkle Street running to the east and Porter's Lane to the west of it (see the maps of Southampton for 1611 and 1791, published by the Southampton Record Society). The Customs House was the corner house at the south-west corner of English Street (Terrier, 1456). Thus a building between the Watergate and the Customs House would certainly block the entrance to Porter's Lane (then possibly called the Coleheys), and might block the access from English Street to the Watergate itself unless it was built "on high and not below," as stipulated in the present deed. The position of the Pesage or Weigh House (which belonged to the Earl of Warwick) is less clear; according to the context of the Terrier of 1456 it stood in or near Broad Lane; so any block at the south end of English Street would hinder access to it from the Watergate. The house granted to Kelsale in the present deed is presumably one erected by William Soper on a piece of vacant land granted to him, together with the tower over the

To the court next above written came likewise the above written Henry Kent in his own person before the above written mayor and bailiffs, etc., and brought, etc., a certain deed of feoffment, by which the same Henry formerly before the execution of the said writing of release had enfeofed the afore written Gabriel with the afore written tenement, of which deed of feoffment the substance follows, etc.

Indenture between the mayor of the town of Southampton on the one part and Roger Kelsale on the other part.

To all the faithful in Christ to whom the present indented writing shall come, Thomas Avan, mayor of the town of Southampton, and William Perchard and Richard Wiskard of the same town, bailiffs, and all the corporation of fellow burgesses there, eternal greeting in the Lord. Know ye that a certain tower built over our gate called the Watergate, on the south side of the aforesaid town, is very ruinous and broken down and requires repair at no little cost, yet our dear brother Roger Kelsale, one of the yeomen of the crown of our lord king and

Watergate, which lay to the west of the Watergate, presumably near the entrance of what is now Winkle Street. It was stipulated that in building this house Soper should leave a "highway" thirteen feet broad, with a "headway" of sixteen feet. This presumably formed the entrance to Winkle Street (for Soper's grant, see J. S. Davies' *Hist. of Southampton*, pp. 97-8). Thus Kelsale's grant consisted of a house on the east of the Watergate, with a way through it to Winkle Street, the tower over the Watergate itself, the right of building apartments over the entrance to Porter's Lane, between the Watergate and the Custom House on the left, and the right to erect a shed on the waste land outside the Watergate, presumably by the quay. This last right had not been granted to Soper. That the tower should have been ruinous is remarkable, as it was erected only in the reign of Richard II, and so late as 1455 the towers of the Watergate were called new. Previous to Soper, William Ravenston had leased the Watergate tower for twenty years (*Hist. MSS. Com. Report*, XI, Appendix III, p. 76). Some years after Soper's death his heir, Thomas Ingoldsby, released all rights in the tower to the town (*ib.*, p. 87), and presumably the lease to Kelsale ensued on this. Whether Kelsale renewed his rights in the tower after the accession of Henry VII does not appear; but in 1496 the tower, with the house adjoining and with the usual licence to build, was leased to Richard Palshid for eighty-four years (*ib.*, p. 91).

Fol. L (*continued*).

Regis ac nobiscum comburgensis, nostram paupertatem et indigentiam circa sumptuosam et novam reparacionem turris predicte prospiciens ac dictam villam sic super litus maris situatam contra omnimodas insidias et invaciones hostium huius regni Angliae fortificari communiri et defendi quantum in ipso est penitus effectans ex bono zelo et sua spontanea voluntate nobis concesserit dictam Turrim de novo in omnibus ubi necesse fuerit et reparacione indigeat sufficienter reparare manutenere et tenere sumptibus suis propriis et expensis; eisdem intencione animo et condicione quod nos prefati maior, Ballivi et communitas Burgensium eiusdem ville pro nobis et successoribus nostris prefato Rogero heredibus et assignatis suis pro octuagesimo decimo nono¹ Annis concedere vellemus. Nos vero non solum benevolenciam et bonum zelum que prefatus Rogerus versus proficuum, utilitatem et defencionem dicte ville impendere effectat verum eciam gravem et sumptuosam reparacionem, sustentacionem et defensionem dicte Turris perpendentes et in omnibus prospicientes ac pro viginti libris pre manibus solutis ad usum et reparacionem dicte ville munerum² ex impetu et tempestate maris ad terram in parte prostratorum et indicans³ redactorum ex nostris unanimi assensu et consensu dimisimus tradidimus et hoc presenti scripto indentato confirmavimus prefato Rogero dictam Turrim necnon unam mansionem eidem Turri contigue jacentem cum ad usum dicte ville accideret; in qua quidem mansione Margeria Kyrton modo inhabitat cum omnibus suis pertinenciis modo et forma quibus Willielmus Soper, quondam de dicta villa habuit. Necnon licenciam supraedificandi quoddam solarium⁴ sive quedam solaria in alto et non in basso edificandi et construendi inter dictam Turrim et domum ubi custume domini Regis colliguntur collegio beate Maria apud Wintoniam vocata le newe college pertinentem et per certum terminum annorum in manibus Cristoferi Ambros existentem in boriali parte porte predicte. Dummodo dictum edificium sic de novo in alto edificatum et constructum non cedat in dampnum vel prejudicium dicte

¹ *Sic.* This deed is very carelessly written.

² *Sic.* Clearly a mistake for "murorum."

our fellow burgess, seeing our poverty and the need for new and expensive repairs to the aforesaid tower, and determining, as far as in him lies, that the said town thus situated upon the sea-shore should be strengthened, fortified and defended against all kinds of snares and invasions of the enemies of this kingdom of England, has agreed with us from true zeal and of his own free will to hold and maintain the said tower, and to repair it sufficiently and anew in all points, where it shall be necessary and where it needs repair, at his own cost and expense; on this same intention, resolve and condition that we, the aforesaid mayor, bailiffs and corporation of burgesses of the same town, shall be willing to grant the tower to the aforesaid Roger, his heirs and assigns, on our own behalf and that of our successors, for ninety-nine years. But we, indeed, not only considering the benevolence and true zeal which the aforesaid Roger purposes to apply to the profit, utility and defence of the said town, but also considering and in every way foreseeing the serious and costly repairs, maintenance and defence of the said tower, and also on account of twenty pounds paid down for the use and repair of the fortifications of the said town, in part thrown down and reduced to decay by the attack and onslaught of the sea on the land, by our unanimous assent and consent have leased, handed over, and by this present indented deed have confirmed to the aforesaid Roger, the said tower and a house adjoining the same tower, when it shall fall to the use of the said town; and in this house Margery Kyrton now lives. [This house and tower] with all their appurtenances [are to be held] in the same manner and form in which William Sopar, formerly of the said town, held them. And [the mayor, etc., also grant] a licence for building and constructing (above and not below) a certain solar or solars between the said tower and the house where the customs of the lord king are collected, belonging to the college of the Blessed Mary at Winchester called the New College, and held for a certain term of years by Christopher Ambrose; which house stands on the north side of the gate aforesaid. As long as the said building thus newly erected and constructed on high does not result in damage or

³ *Sic.* "Indicans" is possibly a copyist's mistake for "in decasum." It has been translated in that sense.

⁴ *Solar*, originally a balcony or chamber open to the sun; then any upper room.

Fol. L (*continued*).

ville quantum ad exonerationem et discarcacionem bigarum et carectarum cum lanis oneratarum et carectarum¹ apud domum pesagii ville predictæ, provenientium vel cum aliquibus aliis rebus in carectis carcatis tendentium ibidem ad mare vel alibi per villam supradictam exonerandis et discarcandis. Et ulterius nos prefati Maior, Ballivi et Burgenses licenciam dedimus per presentes prefato Rogero, heredibus et assignatis suis durante toto termino predicto tempore guerre solomodo excepto, extra muros dicte ville prope portam predictam quoddam Skelyng de novo erigere edificare et manutenere ad naula² remas³ et vela sua cum omni apparatu ad naves apto et pertinenti et ad alia focalia imponenda. Habendum et tenendum dictam Turrim ac mansionem predictam necnon licenciam sic in alto a predicta turre, ut superius reputatur, aedificandi ac in tempore pacis Skelyng supradicta prefatis Rogero, heredibus et assignatis suis pro predictis viginti libris pre manibus solutis a festo Nativitatis Sancti Johannis Baptiste proximo futuro post datum presentium usque ad finem et terminum dictorum iiii^{xx} xix annorum ex tunc proxime sequentium et plenarie complendorum, Reddendo inde annuatim ad festum predictum nobis prefatis maiori Ballivis et Burgensibus ac nostris successoribus eiusdem ville durante toto termino predicto duodecim denarios legalis monete Anglie ac supporando omnia alia onera tam ordinaria quam extra ordinaria ut in loupis et aliis abilimentis guerre pro defencione ville predictæ quovismodo necessariis et convenientibus ac redditus et defenciones eidem Turri et mansioni ab antiquo pertinentes. Et dictus Rogerus, heredes et assignati sui dictam Turrim, mansionem et solarium durante toto termino predicto in omnibus reparabunt, sustentabunt et manutenebunt sumptibus suis propriis et expensis. Et si contingat predictam firmam aretro fore in parte vel in toto per dimidium unius Anni non solutam si debito modo petatur, durante toto termino predicto quod tunc bene licebit prefatis maiori, ballivis et communitati comburgensium ibidem ac eorum successoribus, maioribus, ballivis et communitati Burgensium eiusdem ville pro tempore

Fol. L B.

¹ *Sic.*² *Naula*. The usual meaning given for this term by Du Cange is "freightage," but this cannot be

injury to the said town as regards the unloading or discharge of wains and carts laden with and carrying wools, and coming to the weigh-house of the town aforesaid or travelling there through the aforesaid town with other goods in the loaded carts, in order to unlade and discharge them at the sea or elsewhere. And further, we, the aforesaid mayor, bailiffs and burgesses, have given licence by these presents to the aforesaid Roger, his heirs and assigns, during the whole of the aforesaid term, a time of war being alone excepted, newly to erect, build and maintain a certain skelyng outside the walls of the said town near the aforesaid gate, that he may place therein his freight(?), oars and sails with all tackle suited and belonging to ships, and also other timber. To have and to hold the said tower and mansion aforesaid with leave to build thus above the said tower as is recounted above, and to build in time of peace the abovesaid skelyng, to the aforesaid Roger, his heirs and assigns, for the aforesaid twenty pounds, paid down, from the feast of the Nativity of St. John the Baptist next ensuing after the date of this present, until the end and term of the said ninety-nine years then next following and to be fully completed. [To be held] by paying thence yearly at the feast aforesaid, during the whole term aforesaid, twelve pence of the lawful money of England to us, the aforesaid mayor, bailiffs, burgesses and our successors of the same town; and by discharging all other burdens, both ordinary and extraordinary, as regards the loopholes and other munitions of war for the defence of the town aforesaid, howsoever it may be necessary and convenient, and by discharging the rents and [maintaining] the defences of old belonging to the same tower and house. And the same Roger, his heirs and assigns, will repair, keep up and maintain at their own cost and expense the said tower, house and solar, during the whole aforesaid term in every way. And if it happens that the aforesaid rent should be in arrears, in part or entirely, for half of one year, and not paid if it is duly demanded during the aforesaid term, then it shall be lawful for the aforesaid mayor, bailiffs and corporation of fellow burgesses there, and their successors, the mayors, bailiffs and corporation of burgesses for the time

the translation here. It may possibly mean "freight"; or, from the derivation of the word (ship-thing), the rigging or tackle; cf. *ala* = *axla*.

³ *Sic*.

Fol. L B (*continued*).

existentibus in dicta Turra et mansione ac solario sic de novo aedificato et Skelynga supradicta distringere et districciones ibidem sic captas licite asportare, fugare et penes se retinere quousque iidem maior, Ballivi et communitas comburgensium per prefatum Rogerum, heredes et executores suos plenarie fuerint persoluti et contentati. Et si contingat dictam firmam aretro fore in parte vel in toto per unum annum integrum non solutam, et nulla sufficiens districtio in eisdem Turre mansione et solario et skelynge supradictis inveniri poterit si debito modo petatur durante toto termino predicto, aut pro insufficiente reparacione ut puta in decasu et hoc sufficienter docto et probato, vel nulla defencione dicti Turris per idem tempus minime reparata et defensa fuerit, quod tunc liceat maiori ballivis et communitati Burgensium ville predictae et eorum successoribus ibidem in dictis Turre, mansione solario et skelynga reintrare et reseisire ac in pristino statu suo rehabere, ac prefatum Rogerum, heredes et executores suos inde penitus expellere et amovere, Hac indentura in aliquo non obstante. Et non licebit prefato Rogero, heredibus et assignatis suis terminum suum predictum in dictis Turre aut mansione vel solario sic de novo edificatis alicui domino vel magnati locare vendere seu quovismodo alienare absque licencia ville supradictae unde aliquod dampnum vel preiudicium ville predictae quoquomodo durante toto termino predicto cedere contingere vel evenire poterit sub poena amissionis viginti librarum ad opus dicte ville levandarum. Proviso tamen quod quando-cumque communis et universalis guera et capitales inimicie inter regnum Anglie et aliquod aliud regnum vel aliquam aliam extraneam regionem evenire contingerit durante toto termino predicto quod tunc prefatus Rogerus, heredes vel assignati sui in toto tempore guerre predictae dictam skelyngam post debitam premunicionem inde sibi habitam omnino deponant et amoveant ne aliquod inconueniens eidem ville cedere valeat. Proviso semper quod nec prefatus Rogerus neque heredes nec assignati sui racione premissorum in aliquo modo durante toto termino predicto se non intromittant cum porta subtus Turram predictam neque cum le porticules in eadem Turre existentibus neque cum reparacione eorundem. Et nos vero prefati maior Ballivi et communitas Burgensium ville predictae dictam Turrim, mansionem, solarium, skelyngam

being, to distrain on the said tower and house and solar thus newly built and skelyng abovesaid, and lawfully to carry off, take away and retain in their own hands the distress there taken, until the same mayor, bailiffs and corporation of fellow burgesses are fully paid and contented by the aforesaid Roger, his heirs and executors. And if it happens that the said rent is in arrear, in part or entirely, for a whole year, and not paid, and no sufficient distress can be found in the same tower, house, solar and skelyng abovesaid, if the rent is duly demanded, during all the term aforesaid, or in case of insufficient repair, as, for instance, if it falls down, and this is sufficiently shewn and proved, or if the said tower shall not be repaired or defended with any defence during the same time, then it shall be lawful for the mayor, bailiffs and corporation of burgesses of the aforesaid town, and for their successors, to re-enter, re-seize and re-possess the said tower, mansion, solar and skelyng in their former condition, and wholly to evict and remove the aforesaid Roger, his heirs and executors, thence, this indenture in anywise notwithstanding. And it will not be lawful for the said Roger, his heirs and assigns, to lease, sell, or in any way alienate his term of possession aforesaid in the said tower, or mansion, or solar, thus newly built, to any lord or great man without leave of the abovesaid town, so that any damage or injury should befall, happen or occur to the aforesaid town [because of the said alienation] in any manner during the term aforesaid, under penalty of twenty pounds to be levied for the use of the said town. Provided, however, that whenever a general and universal war and serious enmity shall chance to arise during all the aforesaid term, between the kingdom of England and any other kingdom or any other foreign state, that then the aforesaid Roger, his heirs or assigns, shall entirely take down and remove the said skelyng during all the time of war aforesaid after due warning given to him, lest any danger shall arise to the same town. Provided always that neither the aforesaid Roger, nor his heirs nor his assigns, by reason of the foregoing, shall in any manner during all the term aforesaid interfere with the gate under the aforesaid tower, nor with the little gates in the same tower, nor with the repair of the same. And we, moreover, the aforesaid mayor, bailiffs and corporation of burgesses of the town aforesaid, will warrant and defend the

Fol. L B (*continued*).

supradictos pro forma predicta sub condicionibus superius specificatis durante toto termino predicto contra omnes gentes warantizabimus et defendemus per presentes. In cuius rei testimonium uni parti harum indenturarum penes prefatum Rogerum remanenti dicti maior ballivi et communitas Burgenesium eiusdem ville unanimi assensu et concensu sigillum commune dicte ville Suthamptone in coroboracionem omnium premissorum apposuerunt. Alteri vero parti harum indenturarum penes prefatos maiorem ballivos communitatem burgenesium ville predicte remanenti dictus Rogerus sigillum suum apposuit. Hiis testibus Thoma Avan ad tunc maiore dicte ville Suthamptone Johanne Shropshire et Ricardo Gryme duobus aldermannis ville predicte ac Thoma Smyth eiusdem ville vicecomes¹ et Willielmo Perchard et Ricardo Wyscard ville predicte ballivos et Massia Salmon² tunc ibidem seneschallo cum multis aliis. Datum apud Suthamptonam predictam secundo die mensis Junii anno domini millesimo cccc^{mo} octuagesimo primo et Anno regni Regis Edwardi quarti post conquestum Anglie vicesimo primo.

¹ *Sic.*

² *Massia Salmon*, sheriff 1489, mayor 1494 (J. S. Davies, *Hist. of Southampton*, p. 175). Received grant of a tenement in English Street West in 1483 (*ib.*, p. 377).

said tower, house, solar, and skelyng abovesaid by the form aforesaid, under the conditions above specified, during all the term aforesaid by these presents against all men. In witness whereof, to one part of these indentures, remaining in the hands of the aforesaid Roger, the said mayor, bailiffs and corporation of burgesses of the same town have affixed the common seal of the said town of Southampton with their unanimous assent and consent in confirmation of the matters aforesaid. To the other part, moreover, of these indentures, remaining in the hands of the aforesaid mayor, bailiffs and corporation of burgesses, the said Roger has affixed his seal. These being witnesses, Thomas Avan, then mayor of the said town of Southampton, John Shropshire and Richard Gryme, two aldermen of the said town, and Thomas Smyth, sheriff of the same town, and William Perchard and Richard Wyscard, bailiffs of the aforesaid town, and Massia Salmon, then steward there, with many others. Dated at Southampton aforesaid the second day of the month of June, in the fourteen hundred and eighty-first year of our Lord, and the twenty-first year of King Edward the Fourth after the Conquest of England.

[Summarised.]

Fol. LI. Southampton. King's common court held before Robert Aylward, mayor, John Budell and Nicholas Holmage,¹ bailiffs, the Tuesday after the Feast of St. Hilary, 20 Henry VI.²

Simon Patryk³ and Alice his wife, daughter of Thomas Braybrok, late burgess of Southampton, laid before the court a deed whereby they granted to Robert Walweyn, rector of St. Laurence, and to Bartholomew Goore,⁴ vicar of St. Michael, a tenement with two roofs and a vault underneath, and a vacant plot of ground with a well, all lying on the south side of French Street⁵ in the parish of St. Michael, between a tenement lately belonging to William Marche on the east and a messuage lately belonging to Henry Baron on the west; and the said tenement stretches southward to a tenement belonging to John Emery and Margaret his wife; and in front it is twenty-eight and a half standard feet in breadth and behind thirty-three feet. The vacant plot with the well is triangular and is nine feet seven inches in length from north to south, and from a

¹ *Nicholas Holmage*, sheriff 1441-2, mayor 1454, Parliamentary burgess 1450 (J. S. Davies, *Hist. of Southampton*, pp. 174 and 202). He was one of the two candidates for the mayoralty whose nomination by Richard Gryme in 1460 was the signal for Payne's riot (*ib.*, p. 164). He was described as a "merchant," and the Terrier of 1455 shows him as owning several tenements in Southampton. His wife Joan, the widow of William Marche, must also have been a wealthy woman, as nine messuages were conveyed to her in 1446 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 84). Joan Holmhegge founded a chantry at St. Mary's in 1482, after her husband's death, which was worth £16 13s. 4d. in 1560 (J. S. Davies, *Hist. of Southampton*, pp. 423 and 427). The name is variously spelt Holmage, Holmhegge and Holmache.

² Tuesday, January 16th, 1442.

³ *Simon Patryk*, merchant, imported wine and iron (K. R. Customs a/c, 25-27 Henry VI, 141/29). Sheriff 1451 (J. S. Davies, *Hist. of Southampton*, p. 174). In 1452 there was an order for the arrest of Simon Patrik and others to answer certain charges in Chancery (*Pat. Rolls Cal.*, 1452, p. 156), but the consequences could not have been serious, as in 1461 Patrik appears as plaintiff in a case against a merchant of Havant who owed him £9 (*ib.*, 1461, p. 1). He was one of the trustees appointed by Joan Holmhegge (*Hist. MSS. Com. Report*, XI, Appendix III, p. 85).

⁴ *Bartholomew Goore* does not appear in the list of vicars of St. Michael's given by Mr. Davies. In the latter's list John Roberte, who was Vicar in 1404, was followed by Thomas Darsset in 1456, who was said to have received the appointment on the resignation of Roberte. If Goore, however, was vicar in 1442, there must have been a considerable interval between Roberte's resignation and the appointment of Darsset (see J. S. Davies' *Hist. of Southampton*, p. 393).

⁵ This tenement is perhaps to be identified with the one described in the Terrier of 1455 as the corner tenement at the east end of French Street. If the tenement stood at the corner where French Street after making an eastward bend again turned north and crossed Simnel Street, it might be described as being on either the east or the south side of French Street. The tenement in the Terrier is described as being divided into two tenements at a later time. Curiously enough it is said to belong, at the date of the Terrier, to Simon Patrik, and previously to Thomas Braybrok; but no notice is taken of the conveyance to Walweyn and Goore.

Fol. LI (*continued*).

certain post in the tenement on the east to the wall of John Emory's tenement on the west it is thirteen standard feet, as appears by certain wooden palings between this vacant plot and a vacant plot belonging to John Emmory. To be held of the chief lords of the fee by the customary services by Robert Walweyn and Bartholomew Goore and their heirs.

Sealed by grantors, and with town seal because "our seals are unknown to many."

Witnesses: Robert Ayleward, mayor, John Emery, William Nycoll, Peter Jamys and John Estewell, aldermen, John Bedyll and Nicholas Holmache, bailiffs, Gabriele Corbet, seneschal, Robert Floryse, John Cawse, John Gregory¹ and others.

Dated as above.

Separate acceptance by Alice and enrolment.

Livery of seisin.

Fol. LI B. Blank.

¹ *John Gregory* exported cloths (K. R. Customs a/c, 11-12 Henry VI, 141/21).

[*Summarised.*]

Fol. LII. Southampton. Court, etc. (as in last deed) held the Tuesday after the Feast of the Exaltation of the Cross, 21 Henry VI.¹

Grant laid before the court by Simon Patryk, burgess, whereby Thomas Baron, son and heir of Henry Baron, late burgess of Southampton and citizen of the city of New Sarum, being of full age and power, granted to Simon Patryk, burgess of Southampton, and to Alice his wife, two messuages with a vault beneath them, situated in the parish of St. Michael on the east side of Frensshestrete, between a tenement recently belonging to Thomas Braybroke and Alice his wife, on the east,² and a tenement recently Thomas Armorer's, and now belonging to John Emmery and Margaret his wife, and inhabited by John Burbrygge,³ on the south; and bounded by the street on the north and west; to be held by Simon and Alice and their heirs for ever of the chief lords of the fee by the customary services.

Clause of warranty.

Sealed by grantors, and with the town seal "because my seal is unknown to many."

Witnesses: Officers as above, Walter Fetplace, Peter Jamys, John Emery, John Estewell, aldermen, John Payn, John Fleming, and many others.

Dated at Southampton, July 6th, 20 Henry VI.⁴

¹ Tuesday, September 18th, 1442.

² *Sic.*

³ John Burbrygge, collector of tenths and fifteenths (*Hist. MSS. Com. Report*, XI, Appendix III, p. 47). Traded in dates and undyed cloths (K. R. Customs a/c, 11-12 Henry VI, 141/21). Sheriff 1468 (J. S. Davies, *Hist. of Southampton*, p. 174).

⁴ July 6th, 1442.

[Transcribed and Summarised].

Fol. LII (2). Suthamptona. Curia Communis domini Regis tenta, etc., coram Vincencio Tehy¹ tunc ibidem maiore, Gabriel Hovley et Thoma Dymmok,² etc., Ballivis, die martis proximo post festum Sancti Hillarii, 2 Richard III.³

Ad hunc diem et ad hanc curiam venerunt, etc., Willielmus Seuerede de villa Suthamptona, etc., taillour et Katerina, uxor eius, nuper uxor Willielmi James, filii Petri Jamys, nuper de dicta villa Suthamptona, mercatoris defuncti, et protulerunt, etc., quandam cartam feoffamenti et ratificacionis cuius autem tenor sequitur, etc. Omnibus Christi fidelibus ad quos presens scriptum pervenerit Willielmus Seuerede, etc., et Katerina uxor euis, etc., salutem in domino sempiternam. Cum dictus Willielmus James nuper vir mei dicte Katerine per quandam cartam suam cuius datum est vicesimo die mensis Septembris anno regni regis Edwardi quarti, etc., decimo octavo,⁴ dederit, etc., Thome Hille civi et Aldermanno Londoniae, Johanni Walker, Thome Chilton, Stephano Thomas, Johanni Browne, Willielmo Tame, Johanni Pynder, Willielmo Harry et Hugoni Jaye illa tria tenementa sua cum tribus celariis eisdem tenementis spectantibus, situata, etc., in venella vocata le Brodelane, etc., in parochia Sancti Johannis Baptiste ibidem, videlicet ex latere australi eiusdem venelle; que quidem tria tenementa, etc., abuttant super cornerium tenementum nuper dicti Willielmi James ex parte orientali et super tenementum Vincentis⁵ Thehye, nuper vocatum Sopersplace ex parte occidentali, et super stabulum dicti cornerii tenementi, etc., ex parte australi, et super venellam predictam ex parte boriali. Habendum, etc., predicta tria tenementa, etc., prefatis Thome Hille, Johanni Walker, etc., heredibus et assignatis suis in

¹ Vincent Tehy, sheriff 1474, mayor 1484 and 1498 (J. S. Davies, *Hist. of Southampton*, pp. 174-5). He seems to have been an active official to judge by a book of fines compiled during his mayoralty (*Hist. MSS. Com. Report*, XI, Appendix III, p. 17). He also held the post of tax collector, in which capacity he received a general pardon in the beginning of the reign of Richard III (*ib.*, p. 47). He was described as a merchant and as being connected with both King's Clere and Southampton (*ib.*, pp. 47-8). His trade seems to have been considerable. In this same year he, with Dymock, Howley and Richard Harewood, acquitted some London merchants of £1200 in return for an acquittance of 1086 sacks of wool (*ib.*, p. 90); and some years later he joined with several others in exporting over a hundred and fifty cloths (K. R. Customs a/c, 7-8 Henry VII, 142/11).

Southampton. Common court of the lord king held, etc., before Vincent Tehy, then mayor there, Gabriel Hovley and Thomas Dymmok, etc., bailiffs, on the Tuesday next after the Feast of St. Hilary, 2 Richard III.

On this day and to this court came, etc., William Seuerede, of the town of Southampton, etc., tailor, and Katherine his wife, late wife of William James, son of Peter Jamys, late merchant of the said town, [now] dead, and brought, etc., a certain deed of feoffment and ratification, of which the substance follows, etc. To all the faithful in Christ to whom the present writing shall come, William Seuerede, etc., and Katherine his wife, etc., eternal greeting in the Lord. When the said William James, late husband of me, the said Katherine, by a certain deed of his dated the twentieth day of the month of September, in the eighteenth year of the reign of King Edward the Fourth, etc., had given, etc., to Thomas Hille, citizen and alderman of London, to John Walker, Thomas Chilton, Stephen Thomas, John Browne, William Tame, John Pynder, William Harry and Hugh Jaye, those three tenements with three cellars belonging to the same tenements, situated, etc., in a lane called the Broad Lane, etc., in the parish of St. John the Baptist, that is to say, on the south side of the same lane; and these three tenements, etc., abut on the corner tenement lately belonging to the said William James on the east, and upon a tenement belonging to Vincent Thehye, lately called Sopersplace, on the west, and upon a stable belonging to the said corner tenement, etc., on the south, and on the lane aforesaid on the north; to have, etc., the aforesaid three tenements, etc., to the aforesaid Thomas Hille, John Walker, etc.,

¹ *Thomas Dymock*, mayor 1491, 1492 and 1502 (J. S. Davies, *Hist. of Southampton*, p. 175). Traded largely in cloth (K. R. Customs a/c, 7-8 Henry VII, 142/11). Admiral of the Port of Southampton in 1493 (J. S. Davies, *Hist. of Southampton*, p. 240).

² Tuesday, January 18th, 1485.

⁴ September 20th, 1478.

⁵ *Sic*.

Fol. LII (2) (*continued*).

perpetuum prout in carta inde confecta plenius continetur. Qui quidem Thomas Hylle, etc., de et in predictis tribus tenementis, etc., virtute predicti doni, etc., legitime fuerunt seisis in eorum dominico ut de feodo sicque seisis existunt in presenti. Noveritis igitur nos prefatos Willielmus Severede et Katerinam, etc.,¹ totum dictum statum juris, etc., possessionem et seisinam que prefati Thomas Hille, Johannes Walker, etc., de et in predictis tribus tenementis, etc., habent pro nobis, heredibus et assignatis nostris acceptasse, approbasse, et ratificasse et per presentes confirmasse, habendos eis, heredibus, etc., juxta vim formam, et effectum carte predictae eis ut prefertur inde confecte. Et nos prefati Willielmus Severede et Katerina, etc., predicta tria tenementa, etc., Thome Hylle, Johanni Walker, etc., contra omnes gentes warrantizabimus imperpetuum per presentes. In cuius rei testimonium huic presenti scripto nostro sigilla nostra apposuimus. Datam quintodecimo die marcii anno regni regis Ricardi tercii post conquestum primo.²

¹ At the bottom of Fol. lli are the words "Adhuc verte" (Turn over here).

² March 15th, 1484. There is no sealing with the town seal, no clause of acceptance, nor any witnesses.

their heirs and assigns for ever, as in the deed made thereon is more fully set forth. And this Thomas Hylle, etc., have been lawfully seised as in fee, of and in the aforesaid three tenements, etc., by virtue of the aforesaid gift, etc., and are now lawfully seized of them as in fee. Know ye, therefore, that we, the aforesaid William Severede and Katherine, etc., on behalf of our heirs and assigns, have accepted, approved and ratified, and by these presents have confirmed all the said lawful right, etc., possession and seisin, which the aforesaid Thomas Hille, John Walker, etc., have concerning and in the aforesaid three tenements, etc.; to be held to them and their heirs, etc., by the intent, form and effect of the aforesaid deed, drawn up thereon on their behalf as is declared. And we, the aforesaid William Severede and Katherine, etc., will warrant the aforesaid three tenements, etc., to Thomas Hille, John Walker, etc., against all persons for ever by these presents. In witness whereof we have affixed our seals to this present deed. Dated March 15th, in the first year of King Richard the Third after the Conquest.

[Summarised.]

Fol. LIII. Southampton. King's common court held before Peter James, mayor, Andrew James¹ and Walter Clerk,² bailiffs, the Tuesday before the Feast of St. Peter in Cathedra, 26 Henry VI.³

Release laid before the court by John Deraunt, otherwise Fraunceys, merchant, of Southampton, and Joan his wife, formerly wife of John Day, late burgess of Southampton, and executrix of his will. By this release John Deraunt and Joan quit-claimed to John Herman, of the same town, and Margery his wife, daughter of the said John Daye, all claims to five messuages⁴ with adjacent cellar, curtilage and garden lying on the east side of French Street, in the parish of St. Michael, between tenements belonging to the Prior of God's House on either side. Further they execute a general release in favour of John Herman and Margery, of all actions, real and personal, suits, quarrels, demands, etc., from the beginning of the world to the present day and hereafter.

Sealed by grantors, and with town seal "because our seals are unknown to many."

¹ *Andrew James*, balliff 1445, sheriff 1449, mayor 1452 (J. S. Davies, *Hist. of Southampton*, p. 174). Took part in the riot in 1480 about the election of the mayor (*ib.* p. 164). Parliamentary burgess 1452-3 and 1461 (*ib.* p. 202); deputy butler 1473 (*Pat. Rolls Cal.*, p. 393). He was a merchant, and traded largely in cloth (K. R. Customs a/c, 3-4 Edward IV, 142/2). He was accused with Peter James, John Fleming, and others of joining to disfranchise Thomas White for pursuing suits in the king's court (Early Chancery Proceedings, Bundle 16, No. 352), but he does not seem to have suffered any penalty in consequence. He apparently died before 1492, as in that year his widow is said to have held a tenement of the town (Book of Remembrance, Terrier of Thomas Overey).

² *Walter Clerk*, sheriff 1455, mayor 1457-8 (J. S. Davies, *Hist. of Southampton*, p. 174), Parliamentary burgess 1455 (*ib.* p. 202). During his mayoralty the town accounts seem to have fallen into confusion, as a letter is extant from him exhorting the town auditors to make their accounts ready (*Hist. MSS. Com. Report*, XI, Appendix III, p. 111). He seems to have had some connection with Calais, as he received a protection allowing him to go there, which was revoked because he lingered at Westminster instead of crossing the Channel (*Pat. Rolls Cal.*, 1456, p. 330).

³ Tuesday, February 20th, 1448.

⁴ "Mansionibus messuagiis sive" is the phrase used in the text.

Fol. LIII (*continued*).

Witnesses: Mayor and bailiffs as above, John Wylliam,⁵ sheriff of the town, John Gregory, Thomas Wyllly, Thomas Herman and others.

Dated at Southampton, 19th of February, 26 Henry VI.⁶

Clause of acceptance by the said Joan and enrolment.

Fol. LIII B. Blank.

⁵ *John Wylliam*, mayor 1448, 1455, 1456, 1469 and 1470 (J. S. Davies, *Hist. of Southampton*, p. 174), Parliamentary burgess 1455 (*ib.*, p. 202), justice of the peace 1461 (*Pat. Rolls Cal.*, 1461, p. 572). He seems to have been a merchant and, like other Southampton traders, exported cloths (K. R. Customs a/c, 25-27 Henry VI, 141/29). He seems to have been unfortunate in trade, as a Chancery document declares that he was outlawed, notwithstanding which he sued a merchant, Thomas Halle, before the Southampton court. Thereon the sheriff of Southampton was ordered to arrest William, but the mayor would not permit his arrest. Whereon Halle appealed to Chancery (Early Chancery Proceedings, Bundle 66, No. 40). At an earlier date he seems to have been wealthy, as he was the owner of a ship called the "Edward of Southampton" (*Pat. Rolls Cal.*, 1451, p. 448). He was the father of Walter William, the mayor who was forced to flee and take sanctuary during his term of office (J. S. Davies, *Hist. of Southampton*, p. 175, and *Oak Book*, Vol. I, p. 159).

⁶ February 19th, 1448.

[*Transcribed and Summarised.*]Fol. LIV.¹ Testamentum Willielmi Soper Armigeri.

In dei nomine Amen. Octavo die mensis Novembris anno domini millesimo cccc^{mo} quinquagesimo octavo. Ego Willielmus Soper Armiger et burgensis ville Suthampton, compos mentis et sane memorie, condo testamentum meum in hunc modum. In primis lego animam meam deo omnipotenti et beate marie virgini ac universi contubernio celesti corpus que meum sepeliendum subtus quemdam tumulum marmoreum quem pro mea sepultura nuper construi feci in australi parte corporis ecclesie Fratrum minorum in villa predicta. Item volo quod executores mei faciant tot missas pro anima mea celebrari in dicta ecclesia diebus sepulture et obitus mei quot ibidem facere valeant celebrari. Item volo quod in die sepulture mee et post illum diem quam cito fieri poterit executores mei pro anima mea de meis mobilibus bonis elemosinarie distribuant pauperibus viris conjugatis et mulieribus necnon decrepidie² cecis et claudis ad summam seu valorem centum marcarum sterlingorum in pannis laneis et lineis ceterisque aliis necessariis quibuscumque eorundem ad valorem sex solidorum et octo denariorum aliisque plus distribuendum ac quibusdam minus secundum quod mei executores per eorum sanam conscientiam magis meritorie³ viderint faciendum. Volo insuper quod indies per triginta dies diem sepulture mea immediate sequentes in capella ubi corpus meum tumilatum fuerit Gardianus seu eius locum tenens et sex sui confratres ordinis Fratrum minorum ville predictae solempnes pro anima mea decantent exequias et missas de requiem. Et volo quod mei executores seu eorum unus suas faciant faciat ve oblaciones ad omnes missas suprascriptas per triginta dies ut premittitur celebrandas et solvant seu solvat cuicumque Gardiano memorato qui pro tempore fuerit seu eius locum tenenti et sex confratribus suis qui quolibet die per triginta dies antedictos ad exequias et missas hujusmodi presens fuerit ut prefertur in subsidium sue vesture xv solidos sterlingorum. Item lego ecclesie Fratrum minorum ville pre-

¹ At the bottom of this page are several lines written in a different ink and hand. They are so completely scored through that they cannot be read with any certainty, but they seem to refer to Roger Kelsale's lease of the Water Tower.

The Will of William Soper, Esquire.

In the name of God, Amen. On the eighth day of the month of November, in the year of the Lord one thousand four hundred and fifty-eight. I, William Soper, Esquire, and burgess of the town of Southampton, being sane of mind and sound of memory, make my will in the manner as follows: First, I leave my soul to God Almighty, the Blessed Virgin Mary and to all the heavenly host, and my body to be buried beneath a certain marble tomb which I have lately built for my burial in the south part of the nave of the church of the Friars Minor in the town aforesaid. Also I will that my executors cause to be celebrated as many masses for my soul in the said church on the days of my burial and my obit as they are able to cause to be celebrated there. Also I will that on the day of my burial and after that day as quickly as possible, my executors distribute in alms for my soul, of my movable goods, to poor married men and women, and also to the decrepit, blind and lame, to the sum or value of one hundred marks sterling in woollen and linen cloths and other necessities, to the value of six shillings and eightpence to each of them, and to distribute more to some and less to others, according as my executors in their sober mind may think it more meritorious to do. Moreover, I will that from day to day for the thirty days immediately following the day of my burial, the warden or his *locum tenens*, with six of his brethren of the order of the Friars Minor of the town aforesaid, sing solemn services and requiem masses for my soul in the chapel where my body was buried. And I will that my executors, or one of them, make (or makes) their offerings at all the above-written masses to be celebrated for thirty days as aforesaid, and that they pay (or one pays) to each warden mentioned, for the time being, or to his deputy and to his six brethren, who each day for the thirty days aforesaid shall be present at the services and masses in this manner as aforesaid, fifteen shillings sterling to buy their vestments. Also I leave to the church of the Friars Minor in the aforesaid town

² *Sic.* Presumably a mistake for "decrepids."

³ This phrase presumably means that the goods are to be so distributed as to secure the most merit for William Soper and his parents, etc.

Fol. LIV (*continued*).

dicte pro reparacione ejusdem cv s. Item lego ecclesie cathedrali Sancti Swithuni Wintoniae iii s. iiii d. Item do et lego Johanne uxori mee centum marcas bone et legalis monete Anglie. Item do et lego Johanne uxori mee predicte illud tenementum situatum in parochia Sancti Laurencii in vico Anglico ex parte occidentali ejusdem vici, et extendit se idem tenementum in longitudine a dicto vico Anglico ex parte orientali usque bundas et metas castri Regis ejusdem ville ex parte occidentali et dictum tenementum jacet inter tenementum Johanne Mersh nuper uxoris Ade Mersh ex parte australi et tenementum Johannis Stake ex parte boriali; habendum et tenendum dictum tenementum cum omnibus suis pertinenciis dicte Johanne ad terminum vite sue sub tali condicione, quod prefata Johanna uxor mea inveniet Johannem Hawyt in victu et vestitu durante termino vita¹ dicte Johanne. Et si contingat dictam Johannam uxorem meam obire ante predictum Johannem tunc volo et concedo quod predictus Johannes habeat redditum de dicto tenemento provenientem ad terminum vite sue. Et post decessum dicti Johannis do et lego et imperpetuum concedo Johanne uxori Johannis Heckley junioris² heredibus ipsius Johanne de corpore suo legitime procreatis. Et si contingat dictam Johannem sine herede vel heredibus de corpore suo legitime procreatis obire tunc volo constituo et ordino quod dictum tenementum vendatur per executores meos vel per executores executorum meorum et denarii ex vendicione illius tenementi provenientes distribuuntur in perpetuam elemosinam egenorum pro anima mea et animabus parentum meorum. Item do et lego predicte Johanne uxori mee viginti solidos annui redditus recipiendos ad quattuor anni terminos per equales porciones de tenemento meo Johanne Ingoldesby³ ville Suthampton comburgensi ex redditu provenienti de duobus turribus contigue edificatis supra portam ejusdem ville vocatam Wateryate cum omnibus edificiis et gardinis eisdem turribus pertinentibus ut in quadam indentura inter nos prefatos Willielmum Soper et Johannem Ingoldesby⁴ inde confecta plenius continetur.

¹ *Sic*. Presumably an error for "vite."

² "Et" is presumably omitted.

³ "Johanne" is here probably a mistake for "Johanni." *John Ingoldesby*, recorder of Southampton in the reign of Henry VI (*Hist. MSS. Com. Report*, XI, Appendix III, p. 112). He was frequently one of the commissioners appointed to inquire into the loss and seizure of merchant vessels (*e.g.*, *Pat. Rolls Cal.*, 1451, p. 411). In 1457 he was one of the commissioners appointed to raise forty-

105/- for the repair of the same. Also I leave to the Cathedral Church of St. Swithin, of Winchester, 3/4. Also I give and bequeath to Joan my wife a hundred marks of good and lawful English money. Also I give and bequeath to Joan my wife aforesaid that tenement situated in the parish of St. Laurence, in English Street, on the west side of that street; and the same tenement extends in length from the said English Street on the east side to the limits and boundaries of the Royal Castle of the same town on the west side, and the said tenement lies between the tenement of Joan Mersh, lately wife of Adam Mersh, on the south side and the tenement of John Stake on the north side: to have and to hold the said tenement with all its appurtenances to the said Joan for the term of her life, on this condition, that the aforesaid Joan my wife shall find John Hawyt in food and clothing during the term of the life of the said Joan. And if it happens that the said Joan my wife should die before the aforesaid John, then I will and grant that the aforesaid John shall have the rent arising from the said tenement till the end of his life. And after the death of the said John, I give and leave and for ever grant it to Joan, wife of John Heckley, junior, and the heirs of the same Joan, lawfully born of her body. And if it happens that the said Joan dies without an heir or heirs, lawfully born of her body, then I will, decide and ordain that the said tenement shall be sold by my executors or by the executors of my executors, and that the money arising from the sale of that tenement shall be distributed in perpetual alms to the needy for my soul and the souls of my parents. Also I give and leave to the aforesaid Joan my wife twenty shillings of yearly rent, received in equal parts at the four terms of the year, and arising from my tenement [leased to] John Ingoldesby, my fellow-burgess, from the rent coming from the two adjoining towers built over the gate of the same town called the Watergate, with all the buildings and gardens belonging to the same towers, as is contained more fully in a certain indenture then made between us, the aforesaid William Soper and John Ingoldesby.

six archers in Southampton (*ib.*, 1457, p. 410). He was one of the justices of the peace of Southampton in 1461 (*ib.*, 1461, p. 572); and in the same year was commissioned to arrest the Duke of Somerset's servant, John Bryncheley, who was said to be stirring up sedition (*ib.*, p. 67). He was presumably a wealthy man, as apart from Soper's grant he held the great tenement called the "Crowne" in English Street, which included five tenements (Terrier, 1455); he also held several cottages.

4 Cf. the grant to Roger Kelsale and the notes thereon.

Fol. LIV (*continued*).

Quos quidem turres maior et communitas ville Suthamptone predicte michi prefato Willielmo, heredibus et assignatis meis ad terminum certorum annorum concesserunt. Item do et lego

Fol. LIV B.¹ prefate Johanne uxori mee unam Shopam et unam Cameram superius edificatam situatam in parte orientali dictorum turrium in quibus schopa et camera Johannes Draper modo inhabitat : habendum et tenendum predictum annualem redditum viginti solidorum cum Shopa et camera prenominitis ad terminum vite prefate Johanne uxoris mee. Item volo quod statim post decessum prefate Johanne uxoris mee quod dictus annualis redditus viginti solidorum una cum Shopa et Camera predicta vendantur per executores meos ve² executores executorum meorum et denarii de dicta vendicione provenientes quam cito fieri poterit habeantur et distribuantur pauperibus et aliis operibus caritativis pro anima mea et animabus Roberti et Clemencie parentum meorum, Isabelle et Johanne uxorum meorum et omnium benefactorum meorum. Item volo quod Johanna uxor mea predicta debitis meis de integro solutis habeat et possideat medietatem omnium bonorum meorum aliis non legatorum. Item lego prefate Johanne uxori mee illa mesuagia contigua cum celario subtus fundato que nuper edificari feci in cimiterio Fratrum minorum ville Suthamptone ad terminum vite sue. Item do et lego Johanne uxori mee mesuagium meum cum gardino adjacenti situato in parochia Sancte Crucis ville Suthamptone supradicte in orientali parte vici Anglici inter tenementum nuper Ricardi Holte³ Armigeri ex parte boriali et tenementum Johannis ludlowe ex parte australi ; habendum et tenendum predictum messuagium celarium et gardinum cum omnibus suis pertinenciis prefate Johanne ad terminum vite sue de capitalibus dominis feodis illius per servicia inde debita et de jure consueta. Ac eciam reddendo et inveniando annuatim durante vita ejusdem Johanne duas cereas cotidie ardentes super altare in capella australi juxta tumulum meum predictum dum missa matutinalis ibidem celebratur necnon indies offerendo seu indies offerri faciendo

¹ Across the top of Fol. liv. b and Fol. lv. runs the heading, "Irrotulatum tempore Johannis Walker maioris ville Suthamptone," i.e., "Enrolled in the time of John Walker, mayor of Southampton." John Walker was mayor in 1466, 1467 and 1473 (J. S. Davies, *Hist. of Southampton*, p. 174).

² Sic.

And these towers the mayor and community of the town of Southampton granted to me, the aforesaid William, my heirs and assigns, for a fixed term of years. Also I give and bequeath to the aforesaid Joan my wife, a shop and chamber built above, situated on the east side of the said towers, in which shop and chamber John Draper now lives: to have and to hold the said yearly rent of twenty shillings, with the shop and chamber above-mentioned, for the term of the life of the aforesaid Joan my wife. Also I will that immediately after the death of the said Joan my wife, the said yearly rent of twenty shillings, together with the shop and chamber aforesaid, be sold by my executors or the executors of my executors, and the money obtained by this sale shall be received and distributed as quickly as possible to the poor and to other works of charity, for my soul and the souls of Robert and Clemency, my parents, and Isabella and Joan my wives, and of all my benefactors. Also I will that Joan my wife aforesaid, my debts having been entirely paid, shall have and possess a half of all my goods not bequeathed to others. Also I bequeath to the said Joan my wife, for the term of her life, those adjoining messuages, with a cellar built below, which I have lately caused to be built in the cemetery of the Friars Minor of the town of Southampton. Also I give and bequeath to Joan my wife, my messuage with the garden adjoining, in the parish of Holy Rood of the aforesaid town of Southampton, on the east side of English Street, between the tenement of the late Richard Holte, Esquire, on the north side and the tenement of John Ludlowe on the south: to have and to hold the aforesaid tenement, cellar and garden, with all its appurtenances, to the aforesaid Joan, for the term of her life, of the chief lords of that fee by the services thence due and customary by law. And also by paying and finding yearly, during the life of the said Joan, two wax candles burning daily over the altar in the south chapel near my tomb aforesaid, while the morning mass is celebrated there, and also by offering or causing to be offered daily at the same morning mass, a penny,

³ *Richard Holte*, justice of the peace 1430 (*Hist. MSS. Com. Report*, XI, Appendix III, p. 137), 1453-6 (*Pat. Rolls Cal.*, 1453, etc., p. 677). He was one of the largest private landholders in Southampton (Terrier, 1455). He held nine or ten tenements, besides some vacant land. He was one of a commission to inquire into treasons and felonies done in Southampton in 1433, and was a commissioner of array in 1454 (*Pat. Rolls Cal.*, 1433, p. 301; 1454, p. 170).

Fol. LIV B (*continued*).

ad eandem missam matutinalem unum denarium ac etiam reddendo et distribuendo annuatim triginta quatuor solidos et octo denarios sterlingorum modo quo sequitur dividendum et distribuendum pro anima mea et animabus Roberti et Clemencie parentum meorum, Isabelle nuper uxoris mee et animabus omnium benefactorum meorum imperpetuum; videlicet Gardiano ecclesie Fratrum minorum predicte qui pro tempore fuerit seu ejus locum tenenti cum sex confratribus suis in capella australi corporis ecclesie Fratrum minorum antedictae juxta tumulum meum ad exequendum et solempniter decantandum exequias et missam anniversarii mei ibidem annuatim tenendum in subsidium calciature eorundem decem solidos. Item triginta¹ pauperibus ejusdem ville magis indigentibus in hujusmodi die anniversarii mei denariatim distribuendum vis. viii d. Item preconisatori ville predicte pronuncianti in locis consuetis ville predicte anniversarium meum hujusmodi ut prefertur tenendum iiii d. Item clerico parochiali ecclesie Sancte Crucis ville predicte pulsanti campanam vocatam le assemble belle in vigilia et in die dicti anniversarii mei xii d. Item duobus pauperibus burgensibus vel aliis duobus pauperibus magis indigentibus si tales burgenses non sint ad tenendum duas tortices in anniversariis meis predictis pro duabus togis decem solidos. Item ordino et volo quod statim post mortem predicte Johanne mesuagium supradictum cum celario et gardino adjacente situatum in parochia Sancte Crucis ville Suthampton predicte remaneat maiori qui pro tempore fuerit et burgensibus ville Suthampton predicte; habendum et tenendum predictum messuagium cum celario et gardino memoratis eisdem maiori et burgensibus et eorum successoribus maioribus et burgensibus ville predicte imperpetuum. Ita tamen quod prefati maiores et burgenses reddant et distribuunt annuatim in perpetuum de exitibus et proficuis predicti mesuagii per manus senescalli ville predicte aut eius officium exercentis qui pro tempore fuerit xxxiiii s. viii d. sterlingorum modo quo sequitur dividendum et distribuendum pro anima mea et animabus Roberti et Clemencie parentum meorum Isabelle et Johanne uxorum meorum, etc.,² imperpetuum, videlicet gardiano ecclesie Fratrum

Fol. LV.

¹ *Sic*. Probably this is a mistake for "octoginta"; when the passage is repeated later in the will the word is "octoginta"; and a distribution of six-and-eightpence by pennies would be made more readily to eighty than to thirty persons.

and also by paying and distributing yearly thirty-four shillings and eightpence sterling, to be divided and distributed in the following manner for my soul and the souls of Robert and Clemency, my parents, and Isabella late my wife, and the souls of all my benefactors for ever: to wit, to the warden, for the time being, of the aforesaid church of the Friars Minor or to his deputy, with his six brethren, ten shillings to buy their shoes, [paid] in the south chapel of the nave of the church of the Friars Minor aforesaid, near my tomb, in order that they may perform and solemnly chant the services and mass to be held yearly on my anniversary there. Also to thirty of the more needy poor of the same town, to be distributed in this manner on the day of my anniversary, penny by penny, $6/8$. Also to the crier of the town aforesaid for proclaiming in the customary places of the town aforesaid, that my anniversary is to be kept in this manner as aforesaid, $4d$. Also to the parish clerk of the church of Holy Rood of the town aforesaid, for ringing the bell called the "assemble belle" on the vigil and the day of my said anniversary, $12d$. Also to two poor burgesses or to two others of the more needy poor, if there be no such burgesses, for holding two torches on my aforesaid anniversary, ten shillings for two gowns. Also I ordain and will that immediately after the death of the aforesaid Joan, the abovesaid messuage with cellar and garden adjoining, situated in the parish of Holy Rood of the town of Southampton aforesaid, shall remain to the mayor, for the time being, and to the burgesses of the town of Southampton aforesaid: to have and to hold the aforesaid messuage with cellar and garden described to the same mayor and burgesses and to their successors, the mayors and burgesses of the said town, for ever. Yet so that the aforesaid mayor and burgesses pay and distribute yearly for ever from the outgoings and profits of the aforesaid messuage, by the hands of the steward of the aforesaid town or of the person performing his office, for the time being, $34/8$ of sterling money, to be divided and distributed for my soul, and the souls of Robert and Clemency my parents, and Isabella and Joan my wives, etc., for ever: to wit, to the warden of the church of the Friars Minor, etc., to buy

² The passage is continued as above. The legacies and conditions here mentioned to the friars, the eighty poor persons and the bellringer, are merely repetitions of those previously described.

Fol. LV (*continued*).

minorum, etc., in subsidium calciature decem solidos. Item, lego octoginta pauperibus eiusdem ville magis indigentibus in eodem die anniversarii mei denariatim distribuendum vis. viii d. Item preconisatori ville predictæ, etc., iiii d. Item clerico parochialis ecclesie Sancte Crucis ville predictæ pulsanti campanam vocatam le assemble belle in vigilia et die dicti mei anniversarii xii d. Item maiori ville Suthampton predictæ seu eius officium pro tempore exercenti presenti ad anniversarium meum predictum supervidenti ad illud anniversarium meum perfecte implendum pro sua diligencia in ea parte iii s. iiiid. Item Senescallo ejusdem ville pro tempore existenti pro suo labore in ea parte fiendo ii s. iiiid. Item clerico communi seu ejus officium exercenti ville predictæ istam meam ultimam voluntatem aperte legenti immediate post exequias dicti anniversarii mei xii d. Item duobus pauperibus burgensibus magis egentibus vel aliis duobus pauperibus magis indigenis si tales burgenses non sint ad tenendum duos tortices in anniversariis meis predictis pro duabus togis x s. Ac etiam quod reddant et solvant annuatim de exitibus et proficuis dicti mesuagii per manus prefati senescalli aut ejus officium exercentis triginta solidos et quinque denarios modo quo sequitur imperpetuum videlicet indies offerendo seu offerri indies faciendo ad dictam missam matutinalem unum denarium pro anima mea, etc. Proviso semper quod si redditus dicti tenementi mei cum celario et gardino adjacenti et suis pertinenciis dicta onera ultra suas reparaciones necessarias aliquo tempore adveniendi supportare non possit ut in defectu tenentis vel huiusmodi quod extunc dicti maior et burgenses et eorum successores antedicti secundum ratam redditus et proventus eiusdem et non ultra sic in decasu existentis et pro tempore contingentis anniversarium meum predictum necnon denariatim oblatores predictorum facere et observare teneantur.¹ Volo tamen quod si contingat predictos maiorem et burgenses supradictos in reddicione et distribucione xxxiiii s. et viii denariorum ut prefertur dividendorum et distribuendorum aut in reddicione et solucione predictorum triginta solidorum et quinque denariorum ut predictum est offerendorum aliququaliter deficere seu ea

¹ "Huc" is here inserted in the margin.

shoes, ten shillings. Also I leave to eighty of the more needy paupers of the same town six shillings and eightpence, to be distributed penny by penny on the same day of my anniversary. Item to the crier of the aforesaid town, etc., 4d. Item to the clerk of the parish church of Holy Rood of the town aforesaid, for ringing the bell called the Assembly Belle on the eve and day of my said anniversary, 12d. Also to the mayor of the town of Southampton or to the deputy filling his office, for the time being, who is present at my anniversary aforesaid and presides at its full performance, for his diligence in this matter, 3/4. Also to the steward of the same town for the time being, for his doing his work on that account, 2/4. Also to the common clerk or to his deputy in the town aforesaid, for publicly reading this my last will immediately after the services of my said anniversary, 12d. Also to two poor burgesses most in need, or to two other of the more needy poor if there be no such burgesses, for holding two torches at my anniversary, for two gowns, 10/-. And also that they render and pay yearly from the outgoings and profits of the said messuage, by the hands of the said steward or of the man administering his office, thirty shillings and fivepence for ever in the manner which follows, that is to say, by offering or causing to be offered from day to day, at the said morning mass, one penny for my soul, etc. Always provided that if the rent of my said tenement, with the cellar and garden adjoining and its appurtenances, cannot at any coming time support the said burdens besides the necessary repairs, as by reason of the loss of a tenant or anything of the kind, then the said mayor and burgesses and their successors aforesaid shall be bound to observe my anniversary aforesaid, and to make the penny offerings aforesaid according to the rate of the rent and revenue arising from the tenements then in decay, and becoming due at the time, and no more. Nevertheless I will that if it happens that the aforesaid mayor and burgesses abovesaid in any way fall short in the division and distribution of the thirty-four shillings and eightpence to be divided and distributed as aforesaid, or in the receipt and payment of the aforesaid thirty shillings and fivepence to be offered as aforesaid, or do not

Fol. LV (*continued*).

minime perimplere ut superius dictum et declaratum est quod status et potestas eorundem maioris et burgensium et eorum successorum de et in mesuagio cum celario et gardino predicto cum suis pertinenciis omnino cesset. Et quod extunc predictum mesuagium, etc., remaneat Abbati et Conventu de bello loco Regis in comitatu Suthampton, habendum et tenendum eisdem Abbati et conventu et successoribus suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita et de jure consueta, ac reddendo faciendo et inveniando et perimplendo omnia et singula onera, oblaciones et soluciones superius specificata et declarata cum redditibus et proficuis mesuagii celarii et gardini predicti cum suis pertinenciis quolibet anno bene et integre ac fideliter in forma supradicta imperpetuum. Et si contingat predictum Abbatem et Conventum aut successores suos in distribucione et oblacione seu in solvendo et perimplendo omnia et singula soluciones et onera superius specificata et declarata aliququaliter deficere seu omittere et ea minime perimplere ut superius dictum et declaratum est tunc ego predictus Willielmus ordino, volo et concedo per presentes quod status et potestas predictorum Abbatis et conventus de bello loco Regis in comitatu predicto et successorum suorum de et in mesuagio, celario et gardino predictis cum suis pertinenciis omnino cesset et quod extunc predictum mesuagium cum pertinenciis suis remaneat priori et conventui Sancti Dionisii juxta villam Suthamptonam predictam; habendum et tenendum predictum mesuagium, celarium et gardinum cum pertinenciis suis predictis priori et conventui et successoribus suis imperpetuum de capitalibus dominis feodorum illorum per servicia inde debita et de jure consueta ac reddendo faciendo et inveniando ac perimplendo omnia onera et soluciones superius specificata et declarata cum redditibus et proficuis mesuagii predicti quolibet anno fideliter in forma supradicta imperpetuum. Et si contingat predictos priorem et conventum aut successores suos in distribucione et oblacione seu in solvendo et perimplendo omnia et singula soluciones et onera superius specificata et declarata aliququaliter deficere seu ea minime perimplere ut superius dictum et declaratum est tunc ego prefatus Willielmus Soper volo quod prefata mesuagium, celarium et gardinum

Fol. LV B.

carry them out fully, as is said and declared above, that the estate and power of the same mayor and burgesses and their successors in and concerning the aforesaid messuage with the cellar and garden and its appurtenances shall entirely cease. And that henceforth the aforesaid messuage, etc., shall remain to the Abbot and Convent of Beaulieu, in the county of Southampton, to have and to hold to the same Abbot and Convent and their successors for ever, of the chief lords of that fee by the services thence due and customary by law : and by paying, performing, finding and well, entirely and faithfully fulfilling all and singular the charges, offerings and payments formerly specified and declared, with the rents and profits of the messuage, cellar and garden aforesaid with its appurtenances, in each year in the form abovesaid for ever. And if it happens that the aforesaid Abbot and Convent or their successors shall in any way omit or be wanting in the distribution and offering or in paying and discharging all and each of the debts and burthens above specified and declared, and shall not fulfil these [obligations] as it is said and declared above, then I, the aforesaid William, ordain, will and grant by these presents, that the estate and power of the aforesaid Abbot and Convent of Beaulieu Regis, in the aforesaid county, and their successors, in and concerning the messuage, cellars and gardens aforesaid with its appurtenances shall cease altogether, and that from that time the said messuage with its appurtenances remain to the Prior and Convent of Saint Denys, near the town of Southampton aforesaid : to have and to hold the aforesaid messuage, cellar and garden with its appurtenances aforesaid, to the Prior and Convent and their successors for ever, of the chief lords of those fees for the services thence owing and customary according to law, and by faithfully paying, making and finding, and fulfilling all the charges and payments above specified and declared, with the rents and profits of the messuage aforesaid, in every year for ever in the form aforesaid. And if it happens that the aforesaid Prior and Convent or their successors in any way fail in the distribution and obligations or in paying and discharging all and every payment and burthen above specified and declared, or do not fulfil these [duties] as it is abovesaid and declared, then I, the aforesaid William Soper, will that the aforesaid messuage,

Fol. LV B (*continued*).

cum omnibus suis pertinenciis vendantur per executores meos vel per executores executorum meorum et pecunia inde percepta pro anima mea, etc., ac omnium fidelium defunctorum in missis et elemosinis ac aliis operibus caritativis quam cito fieri poterit distribuatur. Item volo quod prefata Johanna uxor mea possideat et habeat omnes redditus et proficua omnia tenementorum meorum et serviciorum voltarum, shoparum, celariorum, petrinorum, vacuarum placearum et gardinorum, cum omnibus et singulis suis pertinenciis que habeo infra libertate ville Suthampton¹ ad terminum quinque annorum proximo post obitum meum immediate sequentium; volo eciam et ordino quod executores mei statim post predictum terminum quinque annorum vendant omnia residua terras et tenementa mea redditus et servicia, voltas, shopas, petrinos, vacuas placeas, et gardina cum omnibus et singulis pertinenciis superius non data necque legata que habeo in villa Suthamptona predicta et infra libertatem ejusdem ville. Necnon omnia et singula jura mea, titulos, status, clameum superius non legata que habeo tam per terminos annorum quam alio modo quocunque de et in omnibus terris, tenementis, celariis, petrinis, vacuis placeis, gardinis, purpresteris cum omnibus eorum pertinenciis infra dictam villam Suthamptonam et infra libertatem ejusdem ville. Et quod iidem executores mei omnes denarios provenientes ex vendicione omnium predictorum terrarum et tenementorum, etc., necnon omnium jurium titulorum statuum clameorum meorum predictorum superius non datorum necque legatorum meritorie distribuant pauperibus viris et mulieribus necnon in viarum circa villam Suthamptonem emendacionem que oportuna reparacione indigent et auxilio. Item lego Roberto Janynt centum solidos sterlingorum. Item lego Ricardo Warynt servienti meo vi s. viii d. Item lego Fratri Willielmo Chamberleyn xls. Item lego summo altari Fratrum minorum ville Suthamptonem unum platerum argenteum. Item lego Hugoni Pakenham¹ unam

¹ This residuum was considerable. The Terrier of 1455 shows that Soper held a tenement in Holy Rood, two cottages and a tenement south of the Friars' House (besides the houses mentioned in the text built on the friars' cemetery), the customs house and cluster of five or six tenements near the Watergate. Hence there must have been a very substantial sum of money for distribution.

cellar and garden with all its appurtenances shall be sold by my executors or by the executors of my executors, and the money thus received shall be distributed as quickly as possible in masses, alms and other works of charity, for my soul, etc., and [the souls] of all faithful departed. Also I will that the aforesaid Joan my wife shall possess and have all the rents and profits of my tenements, services, vaults, shops, cellars, bakehouses, empty plots and gardens, with all and each of their appurtenances, which I have within the liberty of the town of Southampton, for the term of five years immediately following my death. Also I will and ordain that my executors, immediately after the said term of five years, shall sell all my remaining lands and tenements, rents and services, vaults, shops, bakehouses, empty plots and gardens, with all and each of their appurtenances, not given or bequeathed above, which I have in the town of Southampton aforesaid and within the liberty of the same town, and also all and each of my rights, titles, estates and claims not bequeathed above, which I hold for a term of years, as well as in any other manner whatever, and in any lands, tenements, cellars, bakehouses, empty plots, gardens, purprestures, with all their appurtenances, within the said town of Southampton and within the liberty of the same town. And that my same executors distribute for the sake of merit all the moneys arising from the sale of all the aforesaid lands and tenements, etc., and [from the sale of] all my rights, titles, estates and claims aforesaid, not given nor bequeathed above, to poor men and women, and for the mending of the roads about the town of Southampton, which need occasional repair and assistance. Also I leave to Robert Janyn a hundred shillings of sterling money. Also I leave to Richard Waryn my servant, six and eightpence. Also I leave to Brother William Chamberleyn, 40/-. Also I bequeath to the high altar of the Friars Minor of the town of Southampton, a silver platter. Also I bequeath to Hugh Pakenham, a silver basin

Fol. LV B (*continued*).

pelvem argenteam cum una olla argentea. Item lego Thome Chamberleyn unum chargerum cum uno platero argenti. Item lego domino Thome Hakkere capellano unum chargerum argenteum. Residuum vero omnium bonorum meorum superius non legatorum debitis meis primitus solutis do et lego Johanne uxori mee hugoni Pakenham, Thome Chamberleyn et domino Thome Hakkere capellano ut ipsi eadem bona disponant et elemosinarie distribuunt pauperibus magis indigentibus ac ad alios pios usus secundum quod eis melius expedire videbitur pro salute anime mee animarum Roberti et Clemencie parentum meorum et Isabelle nuper uxoris mee ac omnium fidelium defunctorum prout ipsi coram summo iudice voluerint respondere. Et ad istud testamentum fideliter exequendum Johannam uxorem meam antedictam meam principalem executricem hugonem Pakenham Thomam Chamberleyn et dominum Thomam hacker capellanum meos veros et legitimos executores ordino facio et constituo per presentes. In cujus rei testimonium sigillum meum consuetum presentibus apposui. Datum apud Suthamptonam die et anno suprascripto; hiis testibus Waltero Clerk tunc maiore ville predicte, Nicholao Holmage, Johanne William, Waltero Fetplace, Johanne Donne² eiusdem ville burgensibus et multis aliis.

Fol. LVI. Probatum fuit et est presens testamentum coram nobis Willielmo North in legibus Bacallario domini Archidiaconi Wyntonie Officiali vicesimo die mensis Novembris Anno domini millesimo cccc^{mo} quinquagesimo nono et per nos approbatum insinuatumque³ et legitime pronunciatum pro eodem commissum est que Administracio omnium bonorum dictum testatorem et ipsius testamentum concernentium Johanne Soper et Thome

¹ *Hugh Pakenham*. One of the commissioners to inquire into the dilapidation of the king's property in the Isle of Wight (*Pat. Rolls Cal.*, 1458, p. 483). Possibly he is the same as the Hugh Pakenham to whom the Bishop of Worcester addressed a letter, warning him that three or four traitors meant to deliver Southampton to the French, and bidding him and others "see wyselye about thym" (*Hist. MSS. Com. Report*, XI, Appendix III, p. 114).

² *John Donne*, sheriff 1454, mayor 1461 (*J. S. Davies, Hist. of Southampton*, p. 174). He was

with a silver jug. Also I bequeath to Thomas Chamberleyn, a charger with a platter of silver. Also I bequeath to Sir Thomas Hakkere, chaplain, a silver charger. And the remainder of all my goods not bequeathed above, my debts having been first paid, I give and bequeath to Joan my wife, to Hugh Pakenham, Thomas Chamberleyn and Sir Thomas Hakkere, chaplain, that they may dispose of these goods and distribute them as alms to the more needy poor, and to other pious uses, as may seem most useful to them for the safety of my soul, the souls of Robert and Clemency, my parents, of Isabella my late wife, and of all faithful departed, as they shall wish to answer before the highest Judge. And for the faithful performance of this will I ordain, make and constitute, by these presents, Joan my aforesaid wife, my principal executrix, Hugh Pakenham, Thomas Chamberleyn and Sir Thomas Hacker, chaplain, my true and lawful executors. In witness of this I have placed my accustomed seal to these presents. Given at Southampton on the day and year above written. The witnesses being Walter Clerk, then mayor of the aforesaid town, Nicholas Holmage, John William, Walter Fetplace, John Donne, burgesses of the same town, and many others.

This present will was and is proved before us, William North, bachelor of laws, officer of the Lord Archdeacon of Winchester, on the twentieth day of the month of November, 1459, and approved and recorded, and pronounced lawful by us, and the administration of all the goods mentioned by the said testator and included in his will, has been granted by

one of a commission to arrest some woad belonging to a Bordeaux merchant, which John Payn had seized, and re-deliver it to the Bordeaux trader (*Pat. Rolls Cal.*, 1450, p. 432). Donne himself exported cloths (K. R. Customs a/c, 3-4 Edward IV, 142/3).

³ This use of the word "insinuate" is found in a similar context in Madox, *Formulare Anglicanum*. Otherwise it seems to be rare (see Du Cange, *Glossarium*, etc.).

Fol. LVI (*continued*).

Chamberleyn executoribus in eodem testamento nominatis in forma juris juratis et per nos admissis ac per eosdem sponte acceptata; reservata nobis et officio nostro hujusmodi potestate committendi onus administracionis hujusmodi hugoni Pakenham et domino Thome Hacker capellano aliis executoribus in eodem testamento eciam nominatis si illud in se voluerint acceptare. In cuius rei testimonium sigillum dicti domini Archidiaconi quod pre manibus habemus presentibus est appensum. Datum apud Suthamptonam predicto die et anno suprascripto.

[*Transcribed and Summarised*].

Testamentum Johannis Estwell.

In dei nomine Amen. Tercio die mensis Februarii anno ab incarnatione domini millesimo cccc^{mo} quinquagesimo septimo. Ego Johannes Estwell burgensis ville Suthamptone compos mentis mee sciens tamen me longeva senectute superatum condo testamentum meum in hunc modum. Inprimis lego animam deo omnipotenti creatori meo beate Marie virgini et omnibus Sanctis corpusque meum sepeliendum in ecclesia beate Marie virginis juxta Suthamptonam videlicet in corpore ejusdem ecclesie juxta pulpitum coram Imagine Sancte crucis. Item lego ecclesie Cathedrali Sancti Swithuni Wintoniensis iii s. iiii d. Item lego ffabrice ecclesie Sancte crucis Suthamptone duas tortas cereas que supererunt post obitum meum et sex solidos et octo denarios sterlingorum. Item lego cuilibet alii ecclesie dicte ville ac ecclesie beate Marie predicte unam de tortis remanentibus post obitum meum. Item lego vicario ecclesie Sancte crucis curato meo vi s. viii d. ad orandum pro anima mea et interessendum exequiis et missis in die sepulture mee. Item lego cuilibet alteri curato ville Suthamptone predicte presenti in exequiis et missis in die sepulture mee xii d. Et cuilibet alii capellano tunc presenti

the same person to Joan Soper and Thomas Chamberleyn, the executors named in the same will, who have been sworn according to the form of law, and have by us been admitted and [the administration has been] freely accepted by the same; power being reserved to us and to our officer in this kind to commit the burden of administration of this sort to Hugh Pakenham and Sir Thomas Hacker, chaplain, the other executors also named in the same will, if they wish to take it on themselves. In witness whereof the seal of the said Lord Archdeacon, which we have at hand, has been affixed to these presents. Dated at Southampton the aforesaid day and year above written.

The Will of John Estwell.

In the name of God, Amen. On the third day of the month of February in the year 1457, from the Incarnation of the Lord, I, John Estwell, burgess of the town of Southampton, sane of mind, yet knowing that I am overcome by old age, make my will in this manner: First, I leave my soul to God, my omnipotent creator, to the Blessed Virgin Mary and all the Saints, and my body to be buried in the church of the Blessed Virgin Mary near Southampton, namely, in the nave of the said church near the pulpit, before the image of the Holy Rood. Also I leave to the Cathedral Church of St. Swithun at Winchester, $\frac{3}{4}$. Also I leave for the building of the church of Holy Rood of Southampton, two wax candles, which shall be left after my obit, and six shillings and eightpence sterling. Item I leave to every other church of the said town and to the aforesaid church of St. Mary, one of the candles remaining after my obit. Item I leave to the vicar of the church of Holy Rood, my parish priest, $\frac{6}{8}$, to pray for my soul and to be present at the funeral services and masses on the day of my burial. Also I leave to every other parish priest of the town of Southampton aforesaid, present at the funeral services and masses on the day of my burial, 12d. And I leave to every other chaplain then present as aforesaid, 6d.

Fol. LVI (*continued*).

ut prefertur vid. Item lego Gardiano et fratribus minoribus ville Suthamptone ad dicendum exequias pro anima mea in domo mea quam inhabito in die ante sepulturam meam et missam de Requiem in ecclesia sua Conventuali in die sepulture mee ac etiam ad decantandum exequias et missas in obitu meo in eadem ecclesia sua conventuali x s. Item lego clerico parochiali ecclesie Sancte crucis predicti pro labore suo die sepulture mee xii d. Item lego cuilibet alteri clerico parochiali ejusdem ville ibidem presenti ut prefertur vid. Item volo quod executores mei distribuunt in die sepulture mee et in die obitus mei pauperibus et egenis in pecunia numerata iiii li. iiii s. iiii d. Item lego quatuor pauperibus portantibus tortas ad exequias et missas meas in diebus mee sepulture et obitus mei iiii togas et quatuor capucia panni uniformis pretii xx s. Item lego cuilibet filiolo et filiole meis xii d. Item lego Gilberto Cornmonger¹ servienti meo meam optimam togam de scarleto penulatam. Item lego Johanni Cole² ville Suthamptone merceri secundam togam meam meliorem et Willielmo hekley³ nuper servienti meo unam togam meam. Item do et lego Johanni filio dicti Gilberti Cornmonger totum illud croftum meum cum suis pertinenciis jacens infra libertatem ville Suthamptone juxta fluxum maris inter clausuram Willielmi ludlow quondam Johannis Seldar ex parte orientali et clausuram quondam Ricardi Beke ex parte occidentali; quod quidem croftum cum suis pertinenciis nuper habui ex dono et possessione Johannis Wodecok,⁴ nuper burgensis dicte ville Southamptone: habendum et tenendum totum predictum croftum cum suis pertinenciis prefato Johanni filio predicti Gilberti et heredibus de corpore suo legitime procreatis imperpetuum. Et si contingat dictum Johannem filium dicti Gilberti sine heredibus de corpore

Fol. LVI B.

¹ *Gilbert Cornmonger*. If this Gilbert Cornmonger is identical with the Gilbert Cornemonger mentioned in Davies' *Hist. of Southampton*, Estwell's bequest must presumably have helped him to a speedy rise in life. He was sheriff in 1462 and mayor in 1465 (J. S. Davies, *Hist. of Southampton*, p. 174). In the latter capacity he was one of a commission to inquire into the smuggling of goods the export of which was forbidden, or which had been brought into the country without paying duty (*Pat. Rolls Cal.*, 1466, p. 530). He appears as an exporter of cloth in the reign of Edward IV (Ulnage a/c, Bundle 344, No. 17).

² *John Cole*, mercer, held a tenement of Andrew Jamys in the parish of St. Laurence (Terrier, 1455).

³ *William Hekley* may have been the son of the William Hekley who in 1440 appears to have

Also I leave to the warden and Friars Minor of the town of Southampton, to perform the funeral services for my soul in my house which I inhabit on the day before my burial, and the requiem mass in their convent church on the day of my burial, and also to sing the services and masses at my obit in the same convent church, 10/-. Also I leave to the parish clerk of the church of Holy Rood aforesaid, for his work on the day of my burial, 12d. Also I leave to each other parish clerk of the same town there present as aforesaid, 6d. Also I will that my executors distribute to the poor and needy £4 3s. 4d. in money [paid] by tale on the day of my burial and on the day of my obit. Also I leave to four poor men carrying candles at the funeral services and masses on the days of my burial and obit, four gowns and four hoods of cloth of a uniform price, 20/-. Also I leave to each of my godsons and god-daughters, 12d. Also I leave to Gilbert Cornmonger, my apprentice, my best gown of scarlet trimmed with fur. Also I leave to John Cole, mercer, of the town of Southampton, my second best gown, and to William Hekley, lately my apprentice, a gown of mine. Also I give and bequeath to John, son of the said Gilbert Cornmonger, all that croft of mine with its appurtenances lying within the liberty of the town of Southampton, near the tide-mark between the enclosure of William Ludlow, formerly belonging to John Seldar, on the east side, and the enclosure formerly Richard Beke's on the west side; and that very croft with its appurtenances I held lately by gift and possession of John Wodecock, formerly burgess of the said town of Southampton: to have and to hold all the aforesaid croft with all its appurtenances to the said John, son of the aforesaid Gilbert, and the heirs of his body lawfully begotten, for ever. And if it happens that the said John, son of the said Gilbert, dies without heirs lawfully begotten of his body, that

acted as one of the numerous carriers of Southampton. He travelled especially between Southampton and Gloucester and Coventry, carrying woad to the latter places (Brokage Book, 1440). In 1488 a certain William Hekley appears as sheriff (J. S. Davies, *Hist. of Southampton*, p. 175), and a year or two earlier a William Hekley, described as a mercer, is a co-trustee with several of the town officials (*Hist. MSS. Com. Report*, XI, Appendix III, p. 90).

⁴ *John Wodecok*, probably a merchant. He appears in the customs accounts as importing seventeen casks of wine in one vessel, an unusual quantity for one man to bring in one ship (K. R. Customs a/c, 11-12 Henry VI, 141/21). He owned a tenement in the parish of Holy Rood, afterwards inhabited by Walter Fetplace (Terrier, 1455).

Fol. LVI B (*continued*).

suo legitime procreatis decedere quod extunc executores mei seu eorum executores qui adtunc fuerint superstites vendant pro inperpetuo dictum croftum cum suis pertinenciis et denarios inde provenientes distribuant pro anima mea et animabus benefactorum meorum pauperibus et egenis. Item do et lego prefato Gilberto Cornmonger et Cristine uxori sue totum illud tenementum meum cum suis pertinenciis quod inhabito situm in parochia Sancte crucis ville Suthamptone in orientali parte alti vici ibidem inter tenementum Roberti Oglander quondam Thome Horn ex parte Australi et tenementum Ricardi Holte armigeri, nuper Willielmi Chamberleyn ex parte boriali: habendum et tenendum totum predictum tenementum, etc., prefato Gilberto et Cristine heredibus et assignatis ipsius Gilberti inperpetuum. Reddendo inde annuatim capitalibus dominis feodi illius redditus et servicia inde debita, etc.: ac eciam exhibendo et inveniando annuatim per quattuor annos proxime et immediate sequentes post decessum meum unum capellanum idoneum divina celebraturum pro anima mea et animabus Alicie nuper uxoris mee et omnium benefactorum meorum in ecclesia Sancte Crucis ville predictae ad altare Sancti Thome martiris ibidem. Item do et lego reparacioni et sustentacioni pontis de Rochestre¹ in comitate Cantiae in pecunia c.s. sterlingorum. Item lego magistro collegii situati juxta eandem pontem ad orandum pro anima mea iii s. iiii d. Item lego consociis suis ejusdem collegii ad orandum pro anima mea iii s. iiii d. Item lego Johanne filie Johannis Cole de villa Suthamptona merceri unam pelvim cum lavacro de latona. Item lego prefato Gilberto et Cristine uxori sue omnia ornamenta et utensilia aule parlure Shopis Camere et Coquine meis superius non data neque legata quomodolibet spectantia et pertinentia. Residuum vero omnium bonorum meorum superius non legatorum debitis meis primitus de integro solutis lego prefato Gilberto servienti meo ut ipse ordinet et disponat pro anima mea et animabus omnium benefactorum meorum prout ipse respondere inde velit coram summo Judice.

¹ *Rochester Bridge* was rebuilt at the end of the fourteenth century, and was completed about 1392-3. It stood, however, in frequent need of repair during the ensuing hundred years (J. Burt, *Archives of Rochester, Archæologia Cantiana*, Vol. VI, p. 118). There was apparently a chantry

thereupon my executors or their executors who may be living at that time shall sell for ever the said croft with its appurtenances, and distribute the money thus provided to the poor and needy for my soul and the souls of my benefactors. Also I give and bequeath to the aforesaid Gilbert Cornmonger and Christina his wife, all that tenement of mine with its appurtenances where I dwell, situated in the parish of Holy Rood, in the town of Southampton, on the east side of the High Street there, between the tenement of Robert Oglander, formerly belonging to Thomas Horn, on the south side, and the tenement of Richard Holte, Esquire, lately belonging to William Chamberleyn, on the north: to have and to hold all the aforesaid tenement, etc., to the aforesaid Gilbert and Christina, and the heirs and assigns of the same Gilbert for ever, paying thence annually the rents and services thence owing, etc., to the chief lords of that fee; and also by maintaining and finding yearly for the four years next to and immediately following my death, a suitable chaplain to celebrate divine service for my soul and the souls of Alice formerly my wife, and of all my benefactors, in the church of Holy Rood, of the town aforesaid, at the altar of Saint Thomas the Martyr there. Also I give and bequeath to the repair and maintenance of the bridge of Rochester, in the county of Kent, in money, 100s. sterling. Also I bequeath to the master of the college situated near the same bridge, to pray for my soul, $3\frac{1}{4}$. Also I leave to his fellows of the same college, to pray for my soul, $3\frac{1}{4}$. Also I leave to Joan, the daughter of John Cole, mercer, of the town of Southampton, a basin with a bath of latten. Also I leave to the aforesaid Gilbert and Christina his wife, all the furniture and utensils in any way relating and pertaining to my hall, parlour, shops, chamber and kitchen not given nor in any way bequeathed above. The remainder, indeed, of all my goods not bequeathed above, my debts having been first fully paid, I leave to the aforesaid Gilbert my apprentice, that he may order and dispose of them for my soul and the souls of all my benefactors as he may wish to answer therefor before

near each end. The more important appears to have been Cobham's or All Souls' Chantry, near the east end and fronting the bridge. This was finished in 1397. There were three chaplains connected with it, who were appointed by the bridge wardens (W. Denne, *History of Rochester*, pp. 43 and 212)

Fol. LVI B (*continued*).

Executores vero huius testamenti mei et mee ultime voluntatis ordino, facio et constituo Gilbertum Cornmonger et Johannem Cole supra dictos ut ipsi ordinent et disponant pro anima mea ut supradictum est. Et eorum supervisorem facio Johannem Seman de Oure¹ et do cuilibet executorum meorum predictorum pro eorum labore circa premissorum execucionem impendendo xl s. Dicto vero supervisorii xx s. Datum anno mense et die predicti; presentibus hiis testibus, Domino Johanne Clyff² vicario ecclesie Sancte Crucis predicte Waltero Fetplace, Roberto Stere, Willielmo Burghbrygge,³ Johanne Godfelow et aliis.

Probatum fuit presens testamentum coram nobis Willielmo North in legibus Bacallario Reverendi in Christo patris et domini, domini Willielmi dei gratia Wyntoniensis Episcopi Commissario et Sequestratore generali apud Suthamptonam⁴ vicesimo sexto die mensis Aprilis anno domini millesimo cccc^{mo} quinquagesimo nono ac per nos approbatum et insinuatum pronunciatum que per eosdem: commissa que fuit administracio omnium bonorum presens testamentum concernentium executoribus suprascriptis in forma juris admissis et juratis ac per eosdem admissa. Datum sub nostri sigillo officii anno mense die et loco predictis.

¹ Ower.

² *Sir John Clyff, or Cleve*, chaplain, was made vicar of Holy Rood in August, 1457 (J. S. Davies, *Hist. of Southampton*, p. 369); that is about six months before the date of the present will, which would presumably be in February, 1458, N.S. He remained vicar for a long period, and somewhere between 1467-72 became involved in a dispute with the mayor of the town (John Walker) and others in regard to a trespass he was alleged to have committed on the Common. The dispute rose so high that the mayor ordered the sheriff to arrest him, whereon Clyff appealed to Chancery, alleging that there was no ground for the action of trespass, which was simply vexatious (*Early Chancery Proceedings*, Bundle 43, No. 279).

the Highest Judge. Moreover, I ordain, make and constitute Gilbert Cornmonger and John Cole aforesaid the executors of this my testament and last will, that they may ordain and arrange all things for my soul as is said above. And I appoint John Seman, of Ower, their supervisor, and I give to each of my executors aforesaid, for their work in carrying out the aforesaid actions, 40/-. To the said supervisor, moreover, 20/-. Given in the year, month and day aforesaid. These witnesses being present: Sir John Clyff, vicar of the church of Holy Rood aforesaid, Walter Fetplace, Robert Stere, William Burghbrygge, John Godfelow and others.

The present will was proved before us, William North, bachelor in laws and commissioner and sequestrator general of the reverend father and lord in Christ, Sir William, by the Grace of God, Bishop of Winchester, at Southampton, on the twenty-sixth day of the month of April, in the one thousand four hundred and fifty-ninth year of the Lord, and was approved by us, and recorded and declared by the same, and the administration of all goods with which the present will was concerned has been committed to the executors above written, who were admitted and sworn according to the form of law, and [it] has been admitted by us. Given under the seal of our office in the year, month, day and place aforesaid.

³ *William Burghbrygge, sheriff 1476* (J. S. Davies, *Hist. of Southampton*, p. 174).

⁴ This will, like William Soper's will (Fol. liv) and others of about this date, is, it will be seen, proved before the Ecclesiastical Court of the Bishop of Winchester, instead of before that of the rural dean of Southampton, as was the case with Richard May's will sixty years before (1392). The office of rural dean is said to have fallen into decay during "the age previous to the Reformation," owing to the rise of the office of archdeacon (Phillimore, *Ecclesiastical Law*, Vol. I, p. 212), and the apparent disappearance of the rural dean of Southampton may be due to this circumstance.

[*Transcribed and Summarised.*]

Fol. LVII. Hec indentura¹ testatur quod ego Thomas Chamberleyn² valettus camere domini Regis tradidi, concessi et hac presenti carta mea indentata confirmasse Willielmo Sopere de villa Suthamptone armigero et Johanne uxori sue omnia terras et tenementa mea, prata, pascua, pasturas, boscos, redditus, reversiones et servicia cum moris, marescis, ac omnibus et singulis suis pertinenciis quibuscumque in parochiis de Elyng, Depedene et Falley in comitatu Suthamptone que nuper habui ex dono et concessione dicti Willielmi ut in carta sua cuius datum est apud Elyng in festo Assumpcionis beate Marie virginis anno tricesimo secundo Regis Henrici sexti³ inde michi et heredibus meis facta plenius apparet. Habendum et tenendum omnia terras et tenementa, etc., in parochiis predictis prefatis Willielmo et Johanne ad terminum vite eorum et alterius eorum diutius viventis de me prefato Thome heredibus et assignatis meis absque aliqua impeticione vasti. Reddendo inde annuatim michi prefato Thome, etc., unam rosam tantum ad festum Nativitatis sancti Johannis Baptiste pro omnibus aliis serviciis. Et ego vero predictus Thomas per presentes teneo et obligo me heredes executores et assignatos meos post decessum predictorum Willielmi et Johanne ad solvendum et annuatim reddendum maiori ville Suthamptone tunc esistenti et cuilibet maiori qui de inde pro tempore imperpetuum ibidem fuerit in festo Pasche annuatim quadraginta solidos sterlingorum in ecclesia fratrum minorum ville Suthamptone ad obitus ipsorum Willielmi et Johanne parentum et omnium benefactorum suorum dicto festo tenendos et supervidendos in perpetuum. De quibus quidem quadraginta solidis dictus maior habebit vi s. et viii d. Et clericus ville habebit xl d. ad interessendum personaliter et declarandum aperte testamentum⁴ dicti Willielmi. Et quilibet quatuor pauperum quatuor luminaria ibidem tenentium habebit

¹ This deed is probably an example of the complications introduced into questions of inheritance in the Middle Ages by the impossibility of devising lands held by other than burgage tenure. Soper's lands outside Southampton went of necessity to his next heir, whatever his wishes might be; so he evaded this difficulty by conveying them to Thomas Chamberleyn, who thereon released all claim in them to Soper during the latter's life; but Thomas makes it clear that he retains his interest in the lands by exacting the payment of a rose. On Soper's death, the profits of the lands go to Thomas, who binds himself to make various payments according to the will of the said Soper. Thus the purposes of Soper's will were attained, though the lands could not be directly bequeathed for this end.

This indenture witnesseth that I, Thomas Chamberleyn, yeoman of the king's chamber, have given, granted and by this my present indented deed have confirmed to William Sopere, Esquire, of the town of Southampton, and to Joan his wife, all my lands, tenements, meadows, fields, pastures, woods, rents, reversions and services, together with moors, marshes, and all and every appurtenance whatsoever, in the parishes of Elyng, Depedene and Falley, in the county of Southampton, which I lately obtained by the gift and grant of the said William, as appears more fully in his deed made thereon for me and my heirs, dated at Elyng on the Feast of the Assumption of the Blessed Virgin, in the thirty-second year of the reign of King Henry VI. To have and to hold all the lands and tenements, etc., in the parishes aforesaid, to the abovesaid William and Joan for the term of their lives, and [for the life] of the survivor, of me the aforesaid Thomas, my heirs and assigns, without any impeachment of waste; by paying thence annually to me the aforesaid Thomas, etc., one rose only at the Feast of the Nativity of St. John the Baptist for all other services. And I, indeed, the aforesaid Thomas, by these presents bind and oblige myself, and my heirs, executors and assigns after the death of the aforesaid William and Joan, yearly to pay and render to the mayor of the town of Southampton, for the time being, and to each mayor who thenceforth shall be there for the time, for ever, forty shillings sterling yearly, to be paid on Easter day in the church of the Friars Minor of Southampton, for the obits of the same William and Joan, their parents and all their benefactors; [the obits] to be held and superintended at the said feast for ever. And of these forty shillings, the said mayor shall have 6/8. And the town clerk shall have 40 pence for being present in person and openly declaring the will of the said William. And each of four poor persons holding four lights there shall have rod. And the

² *Thomas Chamberleyn* was one of the executors of Soper's will (Fol. liv). He is described in 1439 as being the son of John Chamberleyn of Southampton, who at one time had a pension of 6d. a day from the town customs (*Pat. Rolls Cal.*, 1439, p. 395; 1422, p. 9). A Thomas Chamberlayn received a grant of land in Lambourne in 1441 (*Pat. Rolls Cal.*, p. 561).

³ August 15th, 1454.

⁴ See Fol. liv.

Fol. LVII (*continued*).

x d. Et gardianus ibidem habebit sex solidos et viii d. Et fratres sui de conventu ibidem adessentes in exequiis et missis celebrandis habebunt annuatim xx s., inter se equaliter dividendos per dispositionem Maioris et executorum dicti Willielmi et Johanne perpetuis temporibus duraturam. Et si contingat predictos quadraginta solidos in parte vel in toto aretro fore non solutos per xv dies post aliquod festum Pasche quo solvi debeant quod extunc bene liceat prefato maiori tunc existenti, etc., in omnia predicta terras et tenementa, etc., et in qualibet inde parcellam intrare distringere districcionesque capere, fugare, importare et penes se retinere ubicumque sibi placuerit quousque sibi inde unacum dampnis si que fuerint plenarie fuerit satisfactum absque ullo placito impedimento sive disturbance dicti Thome heredum, etc. Et ulterius ego vero predictus Thomas, etc., dictos quadraginta solidos modo et forma predictis annuatim solvendos dicto maiori, etc., cum acciderit contra omnes gentes warantizabimus per presentes. In cuius rei testimonium uni parti huius Indenture penes prefatos Willielmum et Johannam remanenti, ego predictus Thomas sigillum meum apposui, alteri vero parti penes predictum Thomam, heredes et assignatos suos remanenti dicti Willielmus et Johanna sigilla sua apposuerunt. Hiis testibus Ricardo Sheffield vicario ecclesie parochie de Elynge, Roberto Ogelandre, Stephano Holcombe, Johanne Carkays, Philippo Torver, Ricardo Andrew, Johanne Knyght, Roberto Ayleward maiore ville Suthampton, Nicholao Holmache, Andrea James et multis aliis. Data apud Elynge predicto penultimo die Augusti anno regni regis Henrici sexti post Conquestum Anglie tricesimo tercio.¹

¹ August 30th, 1455.

warden there shall have six shillings and eightpence. And his brethren of the convent there present, for celebrating the services and masses, shall have twenty shillings yearly, equally divided among them by the arrangement of the mayor and the executors of the said William and Joan, to last for ever. And if it shall happen that the said forty shillings are in arrear entirely or in part, and not paid for fifteen days after any Easter day on which they ought to be paid, then it shall be lawful for the aforesaid mayor, for the time being, etc., to enter and distrain on all the aforesaid lands, tenements, etc., or any part of them, and to take, drive, remove and retain in their own hands these distresses, wheresoever it shall please them, until satisfaction is fully made to them, together with damages, if there were any, without any plea, hindrance or disturbance from the said Thomas or his heirs, etc. And further, I, the aforesaid Thomas, etc., will warrant the said forty shillings paid yearly in the manner and form aforesaid, when they shall fall due to the said mayor, etc., against all people by these presents. In witness whereof I, the aforesaid Thomas, have affixed my seal to the one part of this indenture remaining in the hands of the aforesaid William and Joan, and the said William and Joan have affixed their seals to the other part remaining in the hands of the aforesaid Thomas, his heirs and assigns. These being witnesses, Richard Sheffield, vicar of the parish church of Elynge, Robert Ogelandre, Stephen Holcombe, John Carkays, Philip Torver, Richard Andrew, John Knyght, Robert Ayleward, mayor of Southampton, Nicholas Holmache, Andrew James and many others. Dated at Elynge, the aforesaid penultimate day of August, in the thirty-third year of the reign of King Henry the Sixth after the Conquest.

[*Transcribed and Summarised.*]

Fol. LVII B.

Testamentum Johannis Bedell.

In dei nomine Amen. Tricesimo die Mensis Octobri Anno domini millesimo quadringentesimo sexagesimo secundo. Ego Johannes Bidell, Burgensis ville Suthampton, compos mentis et sane memorie, condo testamentum meum in hunc modum. In primis lego animam meam omnipotenti deo creatori meo beate Marie matri sue corpusque meum sepeliendum in cancello ecclesie beate Marie juxta Suthamptonam coram ymagine beate Marie juxta sororem meam. Item lego eidem ecclesie pro sepultura mea ibidem habenda xiii s. iiiid. Item lego ecclesie Cathedrali Sancti Swithuni Wyntoniensis xiid. Item lego ad opus ecclesie Sancti Michaelis¹ in villa Suthamptona vi s. viiid. Item do et lego vicario ejusdem ecclesie xiii s. iiiid. Item lego Gardiano et conventui fratrum minorum ville Suthampton iii s. iiiid. Item lego cuilibet rectori et vicario infra villam Suthamptonam predictam ac libertatem ejusdem ville ad interessendum ad exequias meas et ad missam in die sepulture mee xii d. et cuilibet parochiali clerico pro consilio et ad pulsandum pro anima mea viiid. Item volo quod executores mei habeant et teneant duo tenementa mea cum eorum pertinenciis videlicet tenementum in quo inhabito in vico vocato Symnelstrete in parochia Sancti Michaelis ville predicte et tenementum in quo Nicholaus Philipp inhabitat in vico Anglico in parochia ecclesie Sancte crucis videlicet per decem annos integros post obitum meum. Tamen volo quod illud tenementum in quo inhabito remaneat Christine uxori mee per unum annum integrum² post mortem meam. Ita tamen quod post spacium decem annorum dictorum predicta duo tenementa cum eorum pertinenciis remaneant Willielmo filio meo secundum vim, formam et effectum duarum cartarum mearum indenturarum³ quarum una remanet in custodia Willielmi Uvedale⁴ Armigeri et altera in custodia Thome Cole de

¹ In the later part of the fifteenth century the windows in St. Michael's were supplied with perpendicular tracery, and the chancel and the south aisle were added (J. S. Davies, *Hist. of Southampton*, p. 387). Bedell's legacy may have been intended to assist in these additions.

² The husband's chief message was very commonly considered the right of the wife, at least for some time after her husband's death. Sometimes, however, her right was only to a part of it and for a stated period. These rights were sometimes alternative to dower. "Free bench" in common law gave

The Will of John Bedell.

In the name of God, Amen. On the thirtieth day of the month of October, in the one thousand four hundred and sixty-second year of the Lord. I, John Bidell, burgess of the town of Southampton, being sane of mind and sound of memory, make my will in this manner. First, I leave my soul to Almighty God my creator, to the Blessed Mary His mother, and my body to be buried in the chancel of the church of the Blessed Mary near Southampton, before the image of the Blessed Mary, near my sister. Also I leave to the same church $13/4$, in order to have my burial there. Also I leave to the Cathedral Church of St. Swithun at Winchester, 12d. Also I leave to the use of the church of St. Michael in the town of Southampton, $6/8$. Also I give and bequeath to the vicar of the same church, $13/4$. Also I leave to the warden and convent of the Friars Minor of the town of Southampton, $3/4$. Also I leave to each rector and vicar within the town of Southampton aforesaid and the liberty of the same town, to be present at my funeral services and at the mass on the day of my burial, 12d., and to each parish clerk for his friendship, and for ringing for my soul, 8d. Also I will that for ten whole years after my obit my executors shall have and hold my two tenements with all their appurtenances, that is to say, the tenement in which I live, in the street called Symnelstrete, in the parish of St. Michael of the town aforesaid, and the tenement in which Nicholas Philipp lives in English Street, in the parish of the church of Holy Rood. Nevertheless I will that that tenement in which I live remain to Christina my wife for one whole year after my death. So that nevertheless at the end of the said ten years the aforesaid two tenements with all their appurtenances remain to William my son, according to the meaning, form and purpose of my two indented deeds; of which one remains in the custody of William Uvedale, Esquire, and the other in the custody of Thomas Cole,

the widow the right to the chief messuage for forty days only. Frequently (as in London and Exeter) the widow resigned this right when she received her dower (Miss Bateson, *Borough Customs*, Vol. II, pp. cviii-x).

³ *Sic*.

⁴ *William Uvedale*, one of the commissioners of array for Hampshire, 1461, 1463 and 1466 (*Pat. Rolls Cal.*, 1461-7, p. 571); also in 1459 (*Pat. Rolls Cal.*, p. 400) and 1463 (*ib.*, p. 56). One of a commission to search for smuggled goods in 1463 (*ib.*, p. 117).

Fol. LVII B (*continued*).

parochia de Falley. Item do et lego Cristine filie mee reversionem tenementi mei cum suis pertinenciis in quo Danyell de la puse modo inhabitat, habendum et tenendum eidem Cristine et heredibus de corpore suo legitime procreatis imperpetuum de capitalibus dominis feodi illius per servicia inde debita, etc. Et si contingat predictam Cristinam filiam meam sine heredibus, etc., obire extunc volo quod totum illud tenementum cum suis pertinenciis post decessum dicte Cristine uxoris mee revertatur rectis heredibus meis imperpetuum. Item volo quod Willielmus Uvedale Armiger et Johannes Gille¹ et alii feoffati mei faciant bonum et securum statum² in lege Willielmo filio meo de et in toto tenemento illo cum suis pertinenciis in quo Robertus Ball nuper inhabitavit in vico Francisco in parochia ecclesie Sancti Michaelis, etc.: habendum et tenendum totum predictum tenementum, etc., prefato Willielmo filio meo et heredibus de corpore suo legitime procreatis imperpetuum de capitalibus dominis feodi illius pro servicia inde debita, etc. Sub ista tamen condicione quod idem Willielmus filius meus et heredes sui, etc., imperpetuum teneant et exhibeant annuatim quoddam anniversarium in ecclesia Sancti Michaelis ville Suthampton predicte ultimo die mensis Septembri videlicet pro anima Thome Freland et pro anima mea ac animabus omnium fidelium defunctorum expendendo annuatim in eodem anniversario vi s. viii d. sterlingorum. Et si predictus Willielmus filius meus sine heredes de corpore suo legitime procreatis obierit vel si anniversarium meum predictum in ecclesia predicta die et anno supradicto prout predictum est annuatim non tenuerit quod extunc totum illud tenementum cum suis pertinenciis revertatur proximis heredibus meis masculis imperpetuum, tenendum de capitalibus dominis feodi illius per servicia inde debita, etc. Ita tamen quod iidem heredes mei masculi annuatim teneant et exhibeant anniversarium predictum modo et forma prout predictum est. Et si contingat quod

¹ *John Gille*, possibly identical with John Giles, the town clerk, who in 1457 received a gown, £5 a year, and an allowance for paper, parchment and ink (H. W. Gidden, *Charters of Southampton*, Vol. I, p. xxiii).

² This clause suggests that William Bedell was perhaps a minor, and therefore the executors and

of the parish of Fawley. Also I give and bequeath to Christina my daughter the reversion of my tenement, with all its appurtenances, in which Danyell de la puse now lives, to have and to hold to the same Christina and the heirs lawfully born of her body for ever, of the chief lords of that fee for the services thence due, etc. And if it happen that the said Christina my daughter dies without heirs, etc., then I will that all that tenement with its appurtenances, after the death of the said Christina my wife, shall revert to my direct heirs for ever. Also I will that William Uvedale, Esquire, and John Gille, and all my other feoffees make a good and proper estate in law to my son William, of and in all that tenement, with its appurtenances, in which Robert Ball lately lived in French Street, in the parish of the church of St. Michael, etc.: to have and to hold all the aforesaid tenement, etc., to my aforesaid son William and the lawfully begotten heirs of his body for ever, of the chief lords of that fee by the services thence due, etc.; yet on condition that the same William my son and his heirs, etc., shall for ever maintain and furnish yearly a certain anniversary in the church of St. Michael, of the town of Southampton aforesaid, on the last day of the month of September, namely, by spending $6\frac{1}{8}$ sterling yearly on the same anniversary for the soul of Thomas Freland and my soul and the souls of all faithful departed. And if the aforesaid William my son should die without lawfully begotten heirs of his body, or if he should not yearly hold my anniversary in the church aforesaid on the day and year abovesaid, as aforesaid, then all that tenement with its appurtenances shall revert to my nearest male heirs, to hold for ever from the chief lords of that fee by the services thence due, etc., so that my same male heirs may still hold and maintain yearly the aforesaid anniversary in manner and form as aforesaid. And if it happen that my heirs male

others held the tenement in trust for him. It was a frequent rule that heirs entered on burgage tenements by their own authority; but at Torksey (for example) the executors took over the tenements, as was the case with chattels, and afterwards delivered seisin of them to the heirs (*Miss Bateson, Borough Customs*, Vol. II, pp. cxli and 198). The present arrangement suggests that a similar custom may possibly have been followed at Southampton.

Fol. LVII B (*continued*).pro villa.¹

predicti heredes mei masculi vel eorum aliquis non teneant seu teneat annuatim anniversarium predictum prout supradictum est quod extunc totum illud tenementum predictum, etc., integre remaneat maiori Ballivis et Burgensibus ville Suthampton predictae pro tempore existentibus tenendum de capitalibus dominis, etc.

Fol. LVIII. Irrotulatum in tempore Johannis Walker maioris.²

Ita tamen quod iidem Maior Ballivi et Burgenses supradicti imperpetuum teneant et exhibeant annuatim dictum anniversarium modo et forma prout superius est expressum. Item do et lego cuilibet filio meo xii d. Item volo quod executores mei inveniant quendam capellanium idoneum celebraturum per duos annos integros proximos et immediate sequentes post decessum meum in ecclesia Sancti Michaelis infra villam Suthamptonam predictam; qui quidem capellanus habebit pro stipendio suo pro dictis duobus annis viginti marcas sterlingorum. Item volo quod xiii pauperes habeant xiii denarios per diem per unum mensem integrum post decessum meum ad interessendum exequiis et misse in ecclesia beate Marie juxta Suthamptonam quolibet die infra mensem predictum videlicet cuilibet eorum unum denarium per diem. Hujus autem testamenti mei facio ordino et constituo executores meos Willielmum Uvedale Armigerum, Johannem Gille et Walterum Churcheman ac Cristinam uxorem meam coexecutricem testamenti predicti. Item do et lego cuilibet executorum meorum predictorum pro labore suo xl s. Residuum vero bonorum meorum superius non legatorum volo quod disponatur per uxorem meam predictam et per supervisionem executorum meorum predictorum. Data die anno et mense predictis.

Probatum fuit presens testamentum coram nobis Roberto Peverell, Reverendi in Christo patris et domini, domini Willielmi dei gratia Wynton Episcopi, Commissario et Seques-

¹ These words are written in the margin.

² This line is written as a heading to Fol. lviii, on which Bedell's will is continued.

aforesaid or any of them do not hold my aforesaid anniversary as is abovesaid, then all that tenement aforesaid, etc., shall remain entirely to the mayor, bailiffs and burgesses of the town of Southampton aforesaid for the time being, to hold from the chief lords of that fee by the services thence due, etc.

For the
town.

Enrolled in the time of John Walker, mayor.

So that nevertheless the same mayor, bailiffs and burgesses aforesaid for ever hold and maintain yearly the said anniversary in the manner and form as is above described. Also I give and bequeath to each of my sons, 12d. Also I will that my executors find a suitable chaplain to celebrate [service] for the whole two years next to and immediately following my death, in the church of Saint Michael within the town of Southampton aforesaid, and this chaplain shall have for his salary for the said two years, 20 marks of sterling money. Also I will that 13 poor shall have 13d. a day for one whole month after my death, to be present at the funeral services and mass in the church of Saint Mary near Southampton, on any day within the aforesaid month, that is to say, to each of them one penny a day. Moreover, I make, appoint and constitute as my executors of this my will, William Uvedale, Esquire, John Gille and Walter Churcheman, and Cristina my wife co-executrix of the aforesaid testament. Also I give and bequeath to each of my aforesaid executors for his labour, 40/-. I will that the remainder indeed of my goods, not bequeathed above, be distributed by my wife aforesaid and with the superintendence of my executors aforesaid. Given on the day, year and month aforesaid.

The present will was proved before us, Robert Peverell, Commissioner and Sequestrator-General of the reverend father and lord in Christ, Sir William, by the Grace of God, Bishop of

Fol. LVIII (*continued*).

tratore generali xvii^o die mensis Novembris Anno domini superscripto ac per nos approbatum et insinuatum, pronunciatumque pro eodem, commissa que fuit Administracio omnium bonorum dictum testatorem et eius testamentum concernentium Johanni Waltero et Cristine executoribus superius nominatis in forma juris admissis et juratis ac per eosdem admissa. Reservata dicto Reverendo patri et nobis potestate committendi similem administracionem Willielmo Uvedale co-executori in presenti testamento deputato cum hoc petierit in forma juris. Datum apud Suthamptonam sub nostri officii sigillo anno mense et die predictis. Et extunc officio nostro predicto expirante de speciali mandato dicti Reverendi patris et ejus auctoritate nobis commissa xix^{mo} die mensis Aprilis anno domini millesimo cccc^{mo} lxix commisimus administracionem hujusmodi bonorum Willielmo Uvedale executori superius memorato jurato in debita forma juris.

Winchester, on the seventeenth day of the month of November, in the above-written year of our Lord, and approved and recorded by us, and declared on behalf of the same, and the administration of all the goods connected with the said testator and his will was committed to John, Walter and Cristina, the executors before named, admitted and sworn in the form of law, and it was accepted by them. And power was reserved to us and to the said reverend father of granting a like administration to William Uvedale, co-executor appointed in the present will, when he shall ask it in the form of law. Dated at Southampton, under the seal of our office, in the year and month and on the day aforesaid. And then after our aforesaid office expired, by special mandate of the said reverend father and his authority committed to us, on the nineteenth day of April, in the year of our Lord, 1469, we delivered the administration of the goods in this kind to William Uvedale, the executor above mentioned, he being sworn in due form of law.

[Summarised.]

Fol. LVIII B. Enrolled in the time of John Walker, mayor of the town of Southampton.

Southampton. King's common court, held before John Walker, mayor, and John Pesson and Massia Salman, bailiffs, on Tuesday, April 6th, 1 Richard III.¹

Roger Aylesby, of Southampton, yeoman of the king's cellar,² and Alice his wife, late wife and executrix of Robert Blewett,³ of the same town, recently dead, laid before the court a deed whereby, on their own behalf and that of their heirs, they released to William Gunter, "marchaunte," of the same town, and his heirs all claims whatsoever to all those lands, tenements, rents, reversions, services, woods, meadows and pastures,⁴ both in the town and liberty of Southampton and in the parish of Elyng, in Hampshire, and elsewhere in the kingdom of England, which the said Robert Blewett had recently bought for a certain sum of money of William Shotesebold and Alice his wife. And William Gunter, on the day of the completion of these deeds, is in possession of all these lands and tenements, etc.

Clause of perpetual exclusion from all claims on behalf of Roger Aylesby, Alice his wife, and their heirs for ever.

¹ April 6th, 1484.

² The yeoman of the cellar was presumably the "yeoman treyour," whose duty was to draw off all the wine, ale, etc., needed for the consumption of the royal household. This officer had to be of "gentyll condition." He received an allowance of food, 4d. a day and 13/4 for clothe, and many other perquisites (*Liber Niger Domus*, Ed. IV, Soc. Ant. pub.—pp. 71, 75, 78).

³ Robert Blewett or Blutt, sheriff 1467, mayor 1471, and Parliamentary burgess 1472 (J. S. Davies, *Hist. of Southampton*, pp. 174 and 202). During his mayoralty the dispute between the town and God's House as to the possession of part of the Great Marsh was in full swing, and Blewett asserted the town's rights by pulling down the fences erected by God's House (*ib.*, p. 53). He was one of the burgesses who assisted the mayor to pay the town debts in 1469 by lending him £7 to make up the pension due to the queen out of the fee-farm (*ib.*, p. 36). He is probably identical with the Robert Bluet, described as either a grocer of London or a merchant of Southampton, who in 1479 sued a Titchfield yeoman for debt (*Pat. Rolls Cal.*, 1479, p. 87).

⁴ "Pascuis et pasturis."

Fol. LVIII B (*continued*).

Sealed by the grantors, and with the seal of the mayoralty
“because our seals are unknown to many.”

Witnesses: John Walker, mayor, Richard Gryme, Walter Fetplace, John Shropshire and Thomas Avan, the four aldermen, Christopher Ambrose, sheriff, John Pesson and Massia Salman, bailiffs, Thomas Dymmok, steward, and many others.

Dated at Southampton on the aforesaid sixth day of April,
1 Richard III.

Separate acceptance by Alice and request for enrolment
which is granted.

[*Transcribed and Summarised.*]

Fol. LIX. Irrotulatur in isto nigro paupiro tempore Willielmi Gunter maioris ville Suthamptone.

In dei nomine Amen. Anno domini millesimo cccc xliii mensis vero Decembris die xiiii. Ego Robertus Florice de villa Suthamptona mente sana et corpore meum condo testamentum in hunc modum. In primo lego animam meam deo omnipotenti beate marie et omnibus sanctis, corpusque meum sepeliendum in introitu Cimiterii ecclesie Sancte Marie juxta villam predictam. Item do et lego Thome Florice, cognato meo, filio Thome Florice de Guernesey¹ duo tenementa mea cum omnibus suis pertinenciis quorum unum tenementum, etc., situatum in parochia ecclesie Sancti Michaelis in villa predicta in vico vocato le Bulstrete in occidentali parte ejusdem vici inter tenementum prioris et conventus Sancti Dionisii juxta villam predictam ex parte boriali et tenementum Margerie Mascall ex parte australi, et extendit se in longitudine de vico predicto ex parte orientali usque ad Rouncevale² ex parte occidentali. Aliud vero tenementum, etc., situatum est in antedicta ville parochia predicta in quodam vico le Fysshe Markett vocato in occidentali parte ejusdem vici inter tenementum Abbatis et conventus de Bello Loco Regis ex parte australi et tenementum Johannis Tyer³ ex parte boriali; habendum et tenendum predicta duo tenementa, etc., prefato Thome Florice et heredibus masculis de corpore suo legitime procreatis imperpetuum, sub ista una condicione quod idem Thomas et heredes ut predictum est singulis annis imperpetuum post mortem meam pro anima mea et Elene uxoris mee ac pro animabus fidelium defunctorum die obitus mei necnon

¹ *Thomas Florice, of Guernsey.* The connection between Southampton and the Channel Islands seems to have been very close. In the present case Thomas Florice appeared in 1428 as sending fruit, resin, alum, coal and other goods to Southampton in a ship called "La Marguerite of Guernsey" (Port Book, 1428); and a few years later he was mentioned as an English merchant importing fish (K. R. Customs a/c, 11-12 Henry VI, 141/21).

² *Le Rouncevale.* The name of the tenement called "The Rounceval" occurs frequently in the Southampton records. It appears to have been a large house standing beside some vacant ground near West Quay (*Hist. MSS. Com. Report*, XI, Appendix III, p. 135). In the reign of Richard II it was conveyed to Robert Bechefonte, of Sarum. Oddly enough it does not appear in the Terrier of 1455. It was still standing in 1607-8, when it was rented for £6 (Rent and Survey, Misc. Bks., Aug. Off.,

It was enrolled in this Black Book in the time of William Gunter, mayor of the town of Southampton.

In the name of God, Amen. In the year of the Lord one thousand four hundred and forty-three, on the fourteenth day of the month of December, I, Robert Florice, of the town of Southampton, being sound of mind and body, make my will in this manner: First, I leave my soul to Almighty God, to the Blessed Mary and all the saints, and my body to be buried at the entrance of the cemetery of the church of Saint Mary, near the said town. Also I give and bequeath to Thomas Florice, my kinsman, the son of Thomas Florice of Guernsey, my two tenements, with all their appurtenances; and of these two tenements one tenement, etc., is situated in the parish of the church of Saint Michael, in the town aforesaid, in the street called "le Bulstrete," on the west side of the same street, between the tenement of the Prior and Convent of Saint Denys, near the aforesaid town, on the north side, and the tenement of Marjory Mascall on the south side; and it extends in length from the aforesaid street on the east to Rouncevale on the west. The other tenement indeed, etc., is situated in the aforesaid parish of the aforesaid town, in a certain street called the "Fysshe Markett," on the west side of the same street, between the tenement of the Abbot and Convent of Beaulieu on the south side and the tenement of John Tyer on the north side: to have and to hold the two aforesaid tenements, etc., to the said Thomas Florice and his heirs male, lawfully begotten of his body for ever; on this one condition, that the same Thomas and his heirs as aforesaid shall, every year for ever after my death, cause services and requiem mass to be sung in the church

Vol. 395, pp. 32-41). The name "Rounceval" is probably a corruption of "Roncesvalles," as the hospital afterwards known as St. Mary Rouncival at Charing Cross belonged to the Prior of Roncesvalles in Navarre; and possessed 100/- worth of land in Southampton (Tanner, *Notitia*, and Dugdale, *Monasticon*, ed., 1661, Vol. II, p. 443).

³ John Tyer seems to have been a person of some importance in Southampton, and to have been employed in settling the ever vexed question of the town's debts. A letter of the mayor, Walter Clerk, alludes to "Sir John Tyer" having been sent to London on the town's business at a cost of 10d. a day; but he was recalled because he could do nothing till the money was ready (*Hist. MSS. Com. Report*, XI, Appendix III, p. 112). Tyer held numerous lands in Southampton, and in especial possessed several tenements formerly belonging to the mayor, John Benet (Terrier, 1455).

Fol. LIX (*continued*).

anniversarii mei obitus vel infra mensem extunc proximam sequentem exequias et missam de requiem in ecclesia Sancti Michaelis ville predictae decantari faciant et annuatim insuper persolvant in perpetuis singulis ut premittitur futuris annis de predictis tenementis, etc., pro exsequiis predictis et missis imperpetuum perficiendis octo solidos et quattuor denarios: videlicet vicario ecclesie predictae et successoribus suis viginti denarios et clerico parochiali quattuor denarios. Item cuilibet omnium aliorum Rectorum et vicariorum ecclesiarum in predicta villa ac eorundem successoribus sex denarios et cuilibet aliorum parochialium ibidem clericorum duos denarios. Ita quod omnes predicti et singuli eorum successores in predicta ecclesia superliciis induti integro assint singulis exequiis et missis supradictis imperpetuum. Item pro vastura cereorum summo altari in singulis exequiis et missis, iid. Item preconizanti obitum et anniversarium meum per predictam villam annuncianti imperpetuum, iid. Item ex distribucione ac erogacione panis et cervisie pauperibus predictae ville in singulis suprascriptis anniversariis, iii s. iv d. Quod et si contingat supradictum Thomam sine herede masculo de corpore suo legitime procreato obire aut si contingat eundem Thomam, etc., execucionem predictam mee voluntatis ultime in aliquo contravenire et eandem ut prefertur voluntatem meam minime proficere extunc volo do et concedo quod maior et communitas predictae ville ingrediantur habeant et teneant sibi et successoribus suis predicta duo tenementa, etc., ad opus ejusdem communitatis imperpetuum. Ita quod predictus maior et communitas ac eorum singuli successores meum teneant obitum ut predictum est immo ut predictis missis et exsequiis imperpetuum in singulis meis anniversariis decantandis proficiendis aliis superius specificatis annuatim, xiii s. iiii d. persolvendo vicario et ceteris ut predictum est. Item in distribucione panis et cervisie pauperibus imperpetuum anniversariis v s. et hoc per manus Senescalli predictae ville qui pro tempore fuerit annuatim distribuendum et ministrandum. Item maiori xx d. qui pro tempore fuerit imperpetuum annuatim. Ita quod maior et Senescallus singuli que eorum successores annuatim imperpetuum ad impletam hanc meam voluntatem supervideant modo et forma hic ultimo declaratis quod et si contingat pre-

testamen-
tum Roberti
Florisi notata
hic li
tenementa
pertinentia
ville ex ejus
dono.

of Saint Michael, of the aforesaid town, for my soul and the soul of Elena my wife, and the souls of the faithful dead, on the day of my obit, as well as on the day of the anniversary of my obit or within the month next following therefrom; and shall moreover pay annually in each future year for ever as is aforesaid, for the performance of the aforesaid services and masses for ever, eight shillings and fourpence, arising from the aforesaid tenements, etc.; that is to say, to the vicar of the aforesaid church and his successors, twenty pence, and to the parish clerk, four pence, Also to each of all the other rectors and vicars of the churches in the aforesaid town and their successors, sixpence; and to each of the other parish clerks there, twopence. So that all the aforesaid and each of their successors in the aforesaid church putting on surplices shall be truly present at each of the services and masses aforesaid for ever. Also for wastage of wax candles on the high altar at each service and mass, 2d. Also for crying my obit and announcing my anniversary through the aforesaid town for ever, 2d. Also in dividing and distribution of bread and ale to the poor of the aforesaid town on each of the above-written anniversaries, $3\frac{1}{4}$. And if it happen that the aforesaid Thomas dies without an heir male lawfully begotten of his body, or if it happen that the same Thomas, etc., shall in any way hinder the execution of my last will, and shall not fulfil my same will as abovesaid, then I will, give and grant that the mayor and corporation of the aforesaid town shall enter on, possess and hold the two aforesaid tenements, etc., for themselves and their successors to the use of the same corporation for ever. So that the aforesaid mayor and corporation and each of their successors shall hold my obit as aforesaid, namely, by singing the aforesaid masses and services for ever on each of my anniversaries and by fulfilling the other [conditions] above specified, by paying yearly $13\frac{1}{4}$ to the vicar and others as aforesaid; and also by [paying] in the distribution of bread and ale to the poor for ever on the anniversaries, 5s.; and this is to be distributed and administered yearly by the hands of the steward of the aforesaid town for the time being. Also to the mayor for the time being, 20d. yearly for ever. So that the mayor and the steward and each of their successors shall annually superintend the fulfilling of

Will of
Robert
Floris.
Two tenements
noted here
belonging
to the
town out
of his gift.

Fol. LIX (*continued*).

dictum maiorem et communitatem seu et¹ eorum successores ex parte eorum in aliquo premissorum meam voluntatem ultimam penes ipsos hic specificatam minime perimpleri extunc volo quod prior et conventus domus Sancti Dionisii juxta Suthamptonam predictam habeant et teneant sibi et successoribus suis imperpetuum predicta duo tenementa, etc., ad tenendum et faciendum annuatim imperpetuum meum anniversarium in conventuali eorum ecclesia. Item lego fabrice ecclesie Cathedrali Wintoniensi, xx d. Item lego ecclesie beate Marie, vi s. viii d. Item ecclesie Sancti Michaelis, vi s. viii d. Item ecclesie Sancti Crucis iii s. iiii d. Item ecclesie Sancti Laurencii, iii s. iiii d. Item ecclesie omnium Sanctorum, iii s. iiii d. Item ecclesie Sancti Johannis, iii s. iiii d. Item ecclesie fratrum in villa predicta, iii s. iiii d.²

¹ *Sic.*

² The deed ends in this way without mention of executors, witnesses or date. Presumably the enrolment is imperfect. It will be observed that the date of its enrolment—in the mayoralty of William

this my will for ever, in the manner and form here last declared ; and if it happen that the aforesaid mayor and community or their successors on their part do not fulfil my last will, here specified, as left in their hands, in any of the aforementioned matters, then I will that the Prior and Convent of the house of Saint Denys, near Southampton aforesaid, have and hold for themselves and their successors for ever the two tenements aforesaid, etc., in order to maintain and keep my anniversary yearly for ever in their convent church. Also I leave to the building of the Cathedral Church of Winchester, 20d. Also I leave to the church of the Blessed Mary, 6/8. Also I leave to the church of St. Michael, 6/8. Also to the church of Holy Rood, 3/4. Also to the church of St. Laurence, 3/4. Also to the church of All Saints, 3/4. Also to the church of St. John, 3/4. Also to the church of the Friars in the aforesaid town, 3/4.

Gunter (1485 and 1493)—was long after the date of the will itself. Probably the marginal note concerning the houses belonging to the town may explain this. Presumably either the heirs male of Thomas Florice had failed or they had not fulfilled the conditions of the will ; whereon the houses fell to the town, and the will, with the conditions of their tenure, was thereupon entered on the town records.

[Transcribed.]

Fol. LIX B. Memorandum of a copy of a proces of the free ports.

Memoran-
dum.
The Free
Portes.¹

Right worshipfull seres we recommaunde us to you doying you to understonde that we have receved your dyvers lettys of processe dyrected unto us agayns oure comburgeys lewes Eynes, as in the same lettys more playnly appereth of which your lettys the last berith date in vigil pasche in the xxiii yere of the reygne of kyng Edward the fourth,² And the which was delyverd unto us the iii^d day of Aprill in the same yere. Whiche processe restyth afore your recorde and in the which lettys ye make mencion of certeyn wronges detencions of goodes and iniuries don unto your Combaron John Warde and your resiaunt³ John Filpot bi the seid Lewes Eynes and in som of your lettys of processe ye surmytted the seyde wronges detencions and iniuries to be doun bi the seid lewes and oure comburges Shiropshire, whiche wronges detencions of goodes and iniuries be comprised in a certeyn bill closed within on of your seid lettys of proces whiche wronges and detencions and iniuries with the damage amountith to the som of a cviii s. vi d. as in your seid writynges more playnlyer is recited. And how be it we understonde not that your seid lettres, yeveth us eny suche auctorite ne that we be bounden by the lawe to obey eny suche writynges or commaundementes from you. Neverthesse for the good wille and neighborhed that we owe unto you we aunswere and certifie you under this fourme that at a Court holden byfore us in the gildehall of Suthampton the viith day of this present moneth of Aprill we have called and caused to apere afore us booth the forseid Lewes Eynes and Shiropshire accordyng to your writyng and apon alle and eche of the complayntes comprised within your seid bille in the seid court accordyng to the lawe have examyned booth the

¹ *The Free Portes*. This is a very unusual name for the Cinque Ports, but the context shows that the Cinque Ports must certainly be intended. In no other town in England, probably, would the freemen at this date be called "barons" or "combarons." The Cinque Ports and Southampton were continually coming into collision ever since in 1252 Southampton was freed from their jurisdiction (J. S. Davies, *Hist. of Southampton*, p. 153). A rather serious quarrel occurred between Southampton and the Cinque Ports in 1321 (M. Burrows, *History of the Cinque Ports*, p. 135). A considerable coast trade was carried on between Southampton and the Ports, and was no doubt augmented by the fact that the warden of the Cinque Ports received £154 yearly from the farm of Southampton, which was paid mostly in kind, i.e., in wine, fruit and spices (*Hist. MSS. Com. Report*, XI, Appendix III, p. 18). Frequent intercourse in the fifteenth century implied frequent

Fol. LIX B (*continued*).

seid lewes and Shiropshire booth joyntly and severally and thei have answerd afore us in the seid court joyntli and eche of them severally that thei be ne neyther of theym be gilty of eny suche trespas in your seid bille of complayntes conteyned ne that thei ne non of them withholde eny such goodes comprised in the same billes, and that they and everych of them therupon have waged theyr lawes accordyng to the custom of our seid Towne. And thei and ether of theym have daye over to do theyr seid lawes afore us in our gildehall the Monday next afore the Feste of the Appostilles Philip and Jacob next commyng¹ att the whiche daye and place if it please you to send your seid Combaronne and resiaunt John Warde and John Filpott ye shall not fail to see suche Justice and equitye soo mynystred unto them by us according to lawe and good conciens, that thei ne ye shall have no cause to awarde eny other proces nether ayeynst oure seid comburges ne your seid combaroun shall have no cause to sue to you for eny further proces in the premisses as god knoweth who have you in his blessed keypyng. Ywritten the forsaid viith day of Aprill att the Toune of Suthampton, etc.

squabbles. Not long before the date of the present deed pirates were accused of seizing on a Breton ship at Winchelsea and selling it at Southampton; whereon the officers of the Cinque Ports obtained a writ enabling them to arrest the offenders in Southampton (*ib.*, p. 101). In the present instance Eynes seems actually to have injured men who themselves belonged to the Cinque Ports and not merely persons trading thither.

² March 29th, 1483.

³ *Resiaunt*. Old French "reseant," Latin "residere," a resident (see *Murray's Dictionary*).

⁴ April 28th, 1483.

[ORDINANCE.]

[Transcribed.]

Fol. LX. Irrotulatur in nigro papiro tempore Christofori Ambros maioris.¹

Omnibus Christi fidelibus ad quos² presentes litteras visuris vel audituris Christoforus Ambros salutem in domino sempiternam. Noveritis me inspexisse quoddam recordum cuiusdam Ordinacionis in villa Suthamptona cissoribus eiusdem ville dudum facte et in nigro papiro ville predictae in scripto redacte Ad quamdam congregacionem sive assemblementum burgensium tentam ibidem coram Willielmo Overay tunc maiore et aliis burgensibus dicte ville Suthampton die martis in vigilia Concepcionis beate Marie virginis anno regni regis henrici quarti octavo ut in eodem plenius liquet.³ Et quia ad congregacionem sive assemblementum coram me prefato Christofero Ambros tunc maiore ville supradicte necnon aliis burgensibus que aldremannis eiusdem ville tentam ibidem quarto die mensis Decembris anno regni Regis henrici vii secundo⁴ venerunt Jacobus Myrik burgensis et cowper Nicholaus Chesemon, Ite Ango,⁵ Thomas Lese, Walterus Lese, Roumett Ango, Ricardus Kebill, Johannes Cheseman, Johannes Godfray, Thomas Focawte et Davy Grene, Cowperes⁶ et inhabitantes eiusdem ville Suthampton et protulerunt hic in curia dicte ville prefatis maiori burgensibus Aldremannis et probis hominibus ville supradicte quandem petitionem sive billam cuius autem tenor sequitur in hec verba.

¹ *Christopher Ambrose* was mayor both in 1486 and 1497 (J. S. Davies, *Hist. of Southampton*, p. 176).

² *Ad quos. Sic*: Plainly the writer was confused between the phrase used in the text and the other formula, "Omnibus, etc., ad quos presentes litterae pervenerint."

³ See Vol. I, pp. 97 *et seq.*

⁴ December 4th, 1486.

⁵ *Ite Ango*. Traded in wine (K. R. Customs a/c, 7-8 Henry VII, 142/11). Held a tenement of the town in Holy Rood parish worth 53/4 a year (Overey's Terrier, Book of Remembrance, p. 9).

It is enrolled in the Black Book in the time of Christopher Ambros, mayor.

To all the faithful in Christ who shall see and hear the present letters, Christopher Ambros sends eternal greeting in God. Know that I have considered a certain record of a certain Ordinance in the town of Southampton made long ago for the tailors of the same town, and reduced to writing in the Black Book of the town aforesaid at a certain meeting or assembly of burgesses held there before William Overay, then mayor, and the other burgesses of the said town of Southampton, on Tuesday, the eve of the Conception of the Blessed Virgin Mary, in the eighth year of the reign of Henry IV as more fully appears in the same. And because at a meeting or assembly held there before me, the aforesaid Christopher Ambros, then mayor of the town aforesaid, and the other burgesses and the aldermen of the same town, on the fourth day of December, in the second year of the reign of King Henry VII, came James Myrik, burgess and cooper, Nicholas Chesemon, Ite Ango, Thomas Lese, Walter Lese, Roumett Ango, Richard Kebill, John Cheseaman, John Godfray, Thomas Focawte and Davy Grene, coopers and inhabitants of the same town of Southampton, and brought here to the court of the said town before the aforesaid mayor, burgesses, aldermen and wise men of the abovesaid town, a certain petition or bill of which the tenor, moreover, follows in these words.

⁶ *The Coupers.* In a town like Southampton, which traded so greatly in wine, the industry of coopers must have been important. The wine sent into Southampton from France and Spain was afterwards taken overland to other English towns (see the Brokage Books), and this re-distribution may have involved the transfer of the liquor from the vessels in which it was brought over sea to others of different sizes to fit the needs of the various inland customers. The Genoese and Venetian merchants were especially concerned in this inland trade (see Brokage Books, 1492 and 1493), and hence no doubt arose the ordinance of Thomas Overey, which seems to be supplementary to the present deed, whereby "cowpers" are enumerated among the craftsmen who are forbidden to work for "Janneys, allens or strangers," unless they (the craftsmen) were denizens of the town (*Oak Book*, P. Studer, ed., Vol. I, p. 156).

Fol. LX (*continued*).

To the right honorable and right gracious syrs the mayre, aldermen, wisemen and other good burgeses of the towne of Suthampton, mekely besechith the poore maisters artificers of the occupacion and crafte of Cowpers within the same Toune that Whereas the same artificers from daye to daye haue ben and yet are contributours after theyr symple power unto the grete charges, taxes, tallages and wacches that haue ronne and yet ronnes contynnually in the seid towne upon the ayde, reparacion and defens of the same Toune, and have not wherof to lyve ne to maynteyne theyr symple countenaunce and estate but duly bi the commodities and profites that risith and growth of the occupacion, arte and sciens of the same crafte of Cowpers. Of whiche ther most and gretest commodities and profits to maynteyn and susteyn theyr poore estates and contribucions aforeseid, owght and haue ben wonte to rise and growe aswell of peple Aliens comyng into the porte of the seid towne in carrakes, Galeys and Shippes of Spayn and portyngale, Almayn, Flaunders, Selond, Spruce¹ and other suche like, as by any other straunge people resortyng and comyng unto the seid Toune: but of late ther haue commen and resorted aswell Coupers of aliens as of dyvers nacions as of other englisshe straungiers which never were prentised of the seid occupacion and crafte of coupers within the seid towne, and there haue occupied the seid occupacion and crafte of cowpers in howses, shoppes and chambers within the seid toune as largely and as frely without impeticion or any fyne makyng unto the meyr and to the burgeses of the same towne as the most freest cowper that of long tyme hath dwelled [and] inhabited the seid Toune unto the gretest damage, destruccion and enpouerysment of the seid maisters, artificers of the seid occupacion and crafte of Coupers aforesaid for evermore yf remedy be not by you in this present assemble purveid and ordeyned. Please it to your right wise discessions by the advyse of your Aldremen, Wisemen and other good burgeses aforeseid, to ordeyne and establysshe in this present assemble that no Cowper alien Sowdiour² comyng in carrake, Galey or in any other Ship ne non other aswell

¹ *Selond* and *Spruce*, i.e., Zealand and Prussia.

² *Sowdiour*: a hired cooper or journeyman.

Fol. LX (*continued*).

englisshe as any other estraungier resortyng unto the seid towne from this day forward take nor holde howse, shop nor chamber within the seid towne nor within the Fraunchies of the same Toune, for to make or to use the seid occupacion and crafte of Coupers crafte unto the tyme that the same cowpere, be he Alien sowdier straungier englysshe or any other whatsomever he be, haue made fyne and gree [agreement] with the mayre, for the tyme being, and with the maisters of the said occupacion and crafte of Cowpers that for the tyme shal be, upon payn of imprisonment, and he that is fownd offendyng and trespassyng the fyrst tyme contrary to this ordynaunce, And also the secounde tyme, he then to ronne in the payn of an c s., that to be leveid by the commaundement of the mayre of the seid towne for the tyme beyng, and of the mynystrouers of the same towne, that is to seye, that oone moyte soo forfeited to be disposed to the profite of the seid towne; and that other moyte to be att the ordynaunce and disposicion of the seid maisters of the seid occupacion and crafte of Cowpers, and soo as often tymes as any suche person offendes and trespasses to forfeit and lese an c s. in fourme aboueseid, and that to be leveid and gedred [gathered] in fourme aboueseid. And also that no cowper Alien englisshe and other estraungier, ne non other What somever he be comyng or resortyng sodenly or otherwise into the seid toune, kepe nor holde non howse, shop, ne chamber, for to use and occupie the seid occupacion of Couperes crafte. And also unto the tyme that he haue made fyne and gree after theyr discessions and that to be levied in manner and fourme aboueseid,

VERTE.¹

Fol. LXB. and that euery fyne that shall be made by any suche straunge Cowpere unto the maisters of the said occupacion of cowpers crafte for any suche causes aboue is rehersed, that it be leveid by the seid mynystrouers of the seid towne to the entent that the toon moite shalbe to the behofe of the seid Toune, and the tother moyte to be att the disposicion and ordynaunce of the forseid maisters of the seid occupacion of coupers craft.

¹ "Verte" (turn over); a note at the bottom of Fol. lx.

Fol. LX B (*continued*).

Qua quidem petitione sive billa lecta audita et plenarie intellecta prefatus maior per assensum et consensum predictorum aldremannorum proborum hominum et aliorum burgensium ville predictae in presenti congregacione existencium conciderans petitionem billam sive supplicacionem predictam fore honestam et rationabilem quantum in ipso est concedit pro se et successoribus suis maioribus ville predictae quod predicti cowpers et magistri eiusdem artis in villa predicta et successores sui eiusdem artis magistri pro tempore existentes habeant et gaudeant libertates et fraunchesias in predicta petitione sive billa specificatas imperpetuum. Proviso semper quod si predicti magistri de arte predicta faciant seu aliquis eorum faciat aliquid quod esset vel erit dampnum seu prejudicium maiori vicecomiti ballivis Burgensibus et Communitati ville predictae aut eorum successoribus quibuscumque qui pro tempore fuerint quod tunc bene licebit prefatis maiori vicecomiti Ballivis Burgensibus et communitati dicte ville et eorum successoribus qui pro tempore fuerint predictam concessionem sive privilegium totaliter expellere et adnichilare predicta concessione in aliquo non obstante. In cuius rei testimonium has presentes litteras sub Sigillo Communi ville Suthampton predictae duximus exemplificandas. Data apud Suthamptonam predictam sexto die mensis Decembris anno domini millesimo cccc^{mo} octuagesimo sexto Et felicitis Regni metuendissimi domini nostri henrici septimi dei gratia Regis Anglie et Francie et domini hibernie anno secundo.

And this petition or bill having been read, heard and fully understood, the aforesaid mayor, by the assent and consent of the aforesaid aldermen, wise men and other burgesses of the town aforesaid, appearing at the present meeting, thinking the aforesaid petition, bill or supplication to be honest and reasonable, as far as in him lies grants for himself and his successors, the mayors of the town aforesaid, that the aforesaid coopers and masters of the same craft in the aforesaid town and their successors, the masters of the same craft for the time being, shall have and enjoy the liberties and franchises set forth in the aforesaid petition or bill for ever. Provided always that if the aforesaid masters of the aforesaid craft or any one of them shall do anything that is or shall be to the injury or prejudice of the mayor, sheriff, bailiffs, burgesses and commonalty of the aforesaid town or of any of their successors for the time being, that it shall then be lawful for the aforesaid mayor, sheriff, bailiffs, burgesses and commonalty of the said town and their successors for the time being, completely to abolish and nullify the aforesaid grant or privilege, the aforesaid grant in any way notwithstanding. In witness whereof, we have considered that these present letters ought to be copied under the common seal of the town of Southampton aforesaid. Dated at Southampton aforesaid the sixth day of December, in the year of our Lord one thousand four hundred and eighty-six, and in the second year of the happy reign of our most dread lord Henry the Seventh, by the Grace of God, King of England and France, and Lord of Ireland.

[Transcribed.]

Fol. LXII. Tempore Thome Overay Maioris.¹

Where as it hath bene oppinioned and said by dyvers peple in tymes passed that such londes and tenements as Agnes Langford, widowe, som tyme the wife of Gregorie Holmage,² hadde in possession in the towne of Suthampton by hyr lyfe that after hyr deth the right and the title of the said londes and tenements sholde remayne to the Meyre, Burgesses and comminaltee of the same towne of Suthampton. Know ye that long commynycacion and due examynacion hadde aboute the same confirmyng the said title and right the 9th day of ffebruarii, the 6th yere of Kyng Harry the 7th is reigne³ in this present Awdit hous, by Thomas Overay then meyre of the said Towne of Suthampton, Thomas Reynold,⁴ William Gunter, Vyncent Tehy, John Shropshyre, John Dawtrey, Thomas Smyth,⁵ William Perchard, Massie Salmon, William Justice, Petyr

¹ Overay was chosen mayor in 1483, 1489 and 1490. This deed is of great interest as it clearly alludes to a case in which it was doubtful whether the widow had inherited her husband's lands for life only, according to the common law custom of the time, or whether she held them absolutely, and so might dispose of them by will; and the "burgesses and commonalty," who would have been the beneficiaries in the former case, decided that the widow's will is to stand. Such a decision and such a dispute suggest that the power of widows to hold land absolutely must have been well established in Southampton, and also that some persons were now beginning to dispute it. In fact the deed suggests the possibility that there is here an early attempt at securing that predominance of national law over local custom which was a marked feature of the succeeding centuries.

² *Gregory Holmage*—presumably a connection of the well known Nicholas Holmage—was involved in a dispute with John Purbryk (or Burghbrige) which ended in his appealing to Chancery against the corporation. Holmage and Purbryk had a dispute concerning a certain tenement, whereon Purbryk sued Holmage for debt in the town court and procured his imprisonment, thus preventing Holmage from pursuing his suit about the tenement, and forcing him to accept Purbryk's terms. Thereon Holmage applied to Chancery for a writ against the mayor and corporation who had imprisoned him (Early Chancery Proceedings, Bundle 31, No. 22). Under these circumstances it certainly seems improbable that Holmage's widow should have bequeathed her tenements to the town.

³ February 9th, 1491.

⁴ *Thomas Reynold*, Parliamentary Burgess 1422-3 and 1485, in which capacity he was paid 3/4 a day (*Speed's Hist. of Southampton*, E. R. Aubrey ed., p. 95), sheriff 1469 (J. S. Davies, *Hist. of Southampton*, p. 174) and mayor 1476 (*ib.*). Trader. Imported barley, canvas, etc., in 1463-4 (K. R. Customs a/c, 3-4 Edward IV, 142/2). Obtained leave, in conjunction with another merchant, to ship any goods (except wool), to the amount of £105, duty free, from any English port (*Parl. Rolls*, VI, 1482, p. 207). He traded with other English towns, and was said to have sued a Newport mercer for a debt of £5, bringing an action before the debt was due, of which the latter complained (Early Chancery Proceedings, Bundle 48, No. 156). He held the tenement called "The Vernacle," paying the town a rent of 66/8 for it (Overay's Terrier).

⁵ *Thomas Smith*, sheriff in 1480 (J. S. Davies, *Hist. of Southampton*, p. 175). A certain Thomas Smith appears as a carrier in 1482 (Brokage Books). He held a "cellar called the Rouncevale" for 28/8 a year in 1491 (Thomas Overay's Terrier).

Fol. LXII (*continued*).

Sprynge, John Warde¹ and many other burgeyses of the same towne. Where it was fully concluded and determyned that from hensforth Robard Harryes, John Goldsmyth and Robert Goldsmyth shal have and enioy the said londes and tenements accordyng to the last wille and testament of the said Agnes Langforde, Without intermission, lette or clayme of the said meyre, Burgeyses and Comynaltee or theyre successors. And for the more strenghz² and suerte of the same, We the above named Meyre and Burgesses have caused this here to be recorded in the blak papyr.

Fol. LXII B. Blank.

¹ *John Warde*, sheriff 1496 (J. S. Davies, *Hist. of Southampton*, p. 175). Exported cloths in 1472 (K. R. Customs a/c, 12 Edward IV, 142/8).

² *Sic.* Strength.

[*Transcribed and Summarised.*]

Fol. LXIII. Testamentum Willielmi Gunter.¹ Irrotulatur tempore ejusdem Willielmi Gunter maioris.

In dei nomine Amen primo die Augusti anno domini millesimo cccc^{mo} nonagesimo secundo. Et anno regni regis Henrici septimi septimo Ego Willielmus Gunter compos mentis et sane memorie videns periculum mortis mihi evenire condo testamentum meum in hunc modum. In primis lego animam meam deo omnipotenti beate Marie matri sue corpus que meum ad sepeliendum in Ecclesia beate Marie juxta villam Southamptonom in dextera parte sepulture Johannis Jamys in dicta ecclesia nuper sepulti aut alibi ubi Alicia uxor mea vult disponere. Item lego Ecclesie cathedrali sancti Swithuni Wintoni, xii d. Item lego ffrabrice ecclesie beate Marie predicte pro sepultura mea vi s. viii d. Item lego navi ecclesie sancte Crucis ville Southamptone predicte pro reparacione ejusdem ecclesie vi s. viii d. Item lego Johanne nuper uxori Henrici fratris mei unam togam meam penulatam sangweyne² coloris vocatam morowe gowne.³ Item lego Johanni filio dicti Henrici consanguineo meo unam togam meam penulatam vocatam depe Sangweyne. Item lego Willielmo fratri dicti Johannis unam aliam togam meam penulatam etiam vocatam depe Sangweyne. Item lego cuilibet filiarum dicti Henrici fratris mei in pecuniis numeratis, vi s. viii d. aut aliorum bonorum meorum secundum discrecionem Alicie uxoris mee ad eundum valorem. Item lego Willielmo Justice unam togam meam penulatam vocatam crymsyn coloris vocatam wedding gowne. Item lego Gilberto Mowntegue⁴ nuper servienti⁵ meo unam

¹ *William Gunter*, sheriff 1475, mayor 1477, 1485 and 1493 (J. S. Davies, *Hist. of Southampton*, pp. 174-5). His bequest to Andover church seems to be explained by the fact that he may have originally been an Andover man, since as late as 1467 he was described as William Gunter, Esq., of Andover, in a commission ordering him, in conjunction with the sheriff of Southampton, to arrest certain Hampshire men (*Pat. Rolls Cal.*, 1467, p. 53). His chantry in Holy Rood lasted till the reign of Edward VI, when it was still worth £7 (J. S. Davies, *Hist. of Southampton*, pp. 424-6). Like other Southampton burgesses he is usually described as a merchant, and appears under this title in a grant of 20/- rent made to him by the Priory of St. Denys (*Hist. MSS. Com. Report*, XI, Appendix III, p. 87).

² *Sangweyne*. Apparently here used generally of red. In heraldry "sanguine" was equivalent to "murrey."

The Will of William Gunter. It is enrolled in the time of the same William Gunter, mayor.

In the name of God, Amen. On the first day of August, in the one thousandth four hundredth and ninety-second year of our Lord, and in the seventh year of the reign of King Henry the Seventh, I, William Gunter, of a sane mind and sound memory, seeing that the peril of death comes upon me, make my will in this manner. In the first place, I bequeath my soul to Almighty God, to the Blessed Mary His Mother, and my body to be buried in the church of the Blessed Mary, near the town of Southampton, on the right side of the tomb of John Jamys, lately buried in the said church, or elsewhere as Alice my wife wishes to arrange. Also I bequeath to the Cathedral Church of St. Swithun at Winchester, 12d. Also I bequeath to the building of the church of the Blessed Mary aforesaid for my burial, 6/8. Also I bequeath to the nave of the church of Holy Rood, of the town of Southampton aforesaid, for the repair of the same church, 6/8. Also I bequeath to Joan, lately wife of Henry my brother, my furred gown of a red colour called "morowe gowne." Also I bequeath to John, son of the said Henry, my kinsman, my furred gown called "depe sangweyne." Also I bequeath to William, the brother of John, another furred gown of mine also called "depe sangweyne." Also I bequeath to each of the daughters of the aforesaid Henry my brother, 6/8 in counted money, or other of my goods to the same amount according to the discretion of Alice my wife. Also I bequeath to William Justice my furred gown called "crymsyn" in colour called "wedding gowne." Also I bequeath to Gilbert Mowntegue

³ *Morowe gowns*. This may imply a morning gown, but such a garment does not seem to have come into ordinary use till the seventeenth century. It seems more probable that "morowe" is equivalent to "murrey." This word, with its variants "morey" and "muroy," was derived through the Old French "moré" from the Latin "morum," a mulberry, and was the name of a reddish purple colour (see *Murray's Dictionary*).

⁴ *Gilbert Mowntegue*, sheriff 1517, mayor 1521 (J. S. Davies, *Hist. of Southampton*, pp. 175-6).

⁵ *Serviens* is sometimes translated "apprentice" (see Du Cange).

Fol. LXIII (*continued*).

togam meam penulatam vocatam Russet gowne. Item lego parve Margareti servienti mee si vixerit pro maritagio suo xl s. Item lego Emmote matri dicte Margarete, xx s. vel tantum in bonis secundum discrecionem Alicie uxoris mee. Item lego Cecilie servienti mee, iii s. iiii d. Lego cuilibet filiolorum meorum et filiolarum mearum modo superstetenti, iiii d. ad orandum pro anima mea. Item lego Alicie Durante ad orandum pro anima mea, iii s. iiii d. Item lego Johanni Fynmore servienti meo unam togam vel x s. ac unam duploidem secundum discrecionem Alicie uxoris mee. Item lego altari beate Marie virginis in ecclesia de Andever¹ vocato Sawnderyswenydd ad orandum pro anima mea et anima Agnetis nuper uxoris mee et pro animabus parentum meorum et omnium fidelium defunctorum unum calicem argenteum cum patena. Item lego et volo quod distribuantur pro anima mea in die sepulture mee pauperibus magis indigentibus in singulis denariis ad summam centum solidorum videlicet cuilibet pauperi persone unum denarium, etc. Item lego et do Alicie uxori mee tria tenementa mea quorum duo situantur in villa Suthamptona predicta in vico Anglico ejusdem ville in parte orientali ejusdem vici quorum unum situatum est ibidem inter tenementum nuper Andree Jamys ex parte boriali et tenementum ville Suthamptona predictae in quo Willielmus Dey² modo inhabitat ex parte australi. Et abuttat super muros lapideos dicte ville in parte orientali et vicum predictum ex parte occidentali et vocatur le Dolphyn³ cum gardinis et aliis suis pertinenciis. Et aliud tenementum situatum est ibidem inter tenementum nuper Thome Avan ex parte boriali et tenementum nuper Johannis Williams ex parte australi et abuttat super muros lapideos dicte ville ex parte orientali et vicum predictum in parte occidentali cum gardino adjacenti et suis pertinenciis. Tercium vero tenementum situatum est in Civitate Nove Sarum in quadam strata ibidem

¹ This church is now destroyed. It was re-built at Andover in 1844 (*V. C. H., Hants*, Vol. IV., p. 354).

² This tenement is presumably the one in Holy Rood parish which William Dey held of the town in 1490 for 30/- a year (see *Overay's Terrier*).

lately my apprentice, a furred gown of mine called a "russet gowne." Also I leave to little Margaret my servant, if she lives, 40/- for her marriage portion. Also I bequeath to Emmota, mother of the said Margaret, 20/-, or so much in goods according to the discretion of Alice my wife. Also I bequeath to Cecilia my servant, 3/4. I bequeath to each of my godsons and god-daughters now surviving, 4d., to pray for my soul. Also I bequeath to Alice Durante, to pray for my soul, 3/4. Also I bequeath to John Fynmore my servant, a gown or 10/- and a doublet, according to the discretion of Alice my wife. Also I bequeath to the altar of the Blessed Virgin Mary in the church of Andover called Sawnderyswenydd, for prayers for my soul and the soul of Agnes my late wife, and for the souls of my parents and of all faithful dead, a silver chalice with a paten. Also I bequeath and will that money shall be distributed for my soul's sake on the day of my burial to the more needy poor, by single pennies, to the sum of one hundred shillings, that is to say, to each poor person one penny, etc. Also I bequeath and give to Alice my wife, my three tenements, of which two are situated in the town of Southampton aforesaid, in English Street of the same town, on the east side of that street; one of these is there situated between the tenement formerly belonging to Andrew Jamys on the north side and the tenement belonging to the town of Southampton aforesaid, in which William Dey now lives, on the south side. And it abuts on the stone walls of the said town on the east side and on the aforesaid street on the west side, and is called the "Dolphin," with gardens and other appurtenances. And the other tenement with a garden adjoining and its appurtenances is situated there between a tenement lately belonging to Thomas Avan on the north and a tenement lately belonging to John Williams on the south side, and abuts on the stone walls of the said town on the east side and the street aforesaid on the west side. The third tenement, however, is situated in the city of New Sarum, in a certain street there called Wynman

³ *Dolphyn*. This tenement is described in the Terrier of 1455 as consisting of a capital tenement, a vacant place and a cottage in the parish of Holy Rood. It then belonged to Thomas Norman, and was held by four tenants. The clauses about its repair were put in force inasmuch as in 1596 a tenant bound himself before the mayor and churchwardens to keep it in due repair on pain of forfeiting the lease. The site was occupied in the eighteenth century by a well known inn called "The Dolphin"; an inn of the same name still stands there (J. S. Davies, *Hist. of Southampton*, pp. 364, 503 and 508).

Fol. LXIII (*continued*).

vocata Wynmanstrete videlicet inter tenementum Johannis Curteis ex parte orientali et tenementum nuper Willielmi Cockys Spyndeler modo Johannis Cockys filii sui ex parte occidentali quod Ego Willielmus Gunter nuper perquisivi de Thoma Somer: habendum et tenendum predicta tria tenementa cum gardinis et omnibus aliis pertinenciis prefate Alicie uxori mee ad terminum vite sue. Et post decessum dicte Alicie volo do et lego predicta tria tenementa cum omnibus eorum pertinenciis et superius pernotatis Thome Dymmock tunc Maiori ville Suthamptone, Thome Overey, Thome Reynolde, Vincencio Tehy, Thome Troyes¹ Armigero, Johanni Feteplace,² Gentilman, Thome Thomas, Johanni Dawtrei, magistro Johanni Dogode clerico, Willielmo Nycollson Rectori Sancti Laurencii,³ Willielmo Heckeley, Massie Salmon, Johanni Godfray, Willielmo Justice, Petro Spryng, Georgio Cockys,⁴ Willielmo Wisham, Thome Wilson, Johanni Baudewyn et Gilberto Mowntegue: habendum et tenendum predicta tria tenementa cum omnibus eorum pertinentibus et pernotatis prefatis Thoma Dymmock, Thome Overey, etc., heredibus et assignatis eorum imperpetuum.⁵

To thentent that the seid Alice my wif shall finde during her lif in Holy Rode Church in Suthampton aforesad, at the holy Rode Awter in the same church, a discrete prest dayly with gode dispocion, masse, synging and other divine service seying and the quere in holy dayes there contynually kepyng in tyme of goddys service doing for the sowlys of me, the seid William Gunter, my father, moder, John Jamys, all my frendys sowlys and all cristen sowlys, taking for his wagis yerely ix markes lawfull money. And after her decease to remayne to the said Thomas Dymmock, Thomas Overey, etc., to them and ther heires in fee to thentent that the shulde and shall with the profites and revenues of the seid iii tenements yerely after the decease of

Fol. LXIII B.

¹ *Thomas Troyes*, peyser of the town of Southampton in 1485 during the minority of the Earl of Warwick; clerk of the works at the manor of Clarendon in Wiltshire (J. S. Davies, *Hist. of Southampton*, p. 250); escheator of Wiltshire and Hampshire (*Pat. Rolls Cal.*, 1477, p. 35); one of a commission to enquire into piracies committed on Flemish ships (*ib.*, p. 52).

² *John Feteplace*, trader in cloths 1463-4 (K. R. Customs a/c, 3-4 Edward IV, 1423).

Strete, that is to say, between the tenement of John Curteis on the east side, and the tenement formerly belonging to William Cockys, Spyndeler, now to John Cockys his son, on the west side; and this tenement I, William Gunter, have lately bought of Thomas Somer: to have and to hold the aforesaid three tenements with gardens and all other appurtenances to the aforesaid Alice my wife for the term of her life. And after the death of the said Alice, I will, give and bequeath the said three tenements with all their appurtenances and [belongings] above described to Thomas Dymnock, then mayor of the town of Southampton, Thomas Overey, Thomas Reynolde, Vincent Tehy, Thomas Troyes, Esquire, John Feteplace, gentleman, Thomas Thomas, John Dawtrey, Master John Dogode, clerk, William Nycollson, Rector of Saint Laurence, William Heckeley, Massie Salmon, John Godfray, William Justice, Peter Spryng, George Cockys, William Wisham, Thomas Wilson, John Baudewyn and Gilbert Mowntegue: to have and to hold the aforesaid three tenements with all their appurtenances and belongings above described to the aforesaid Thomas Dymmock, Thomas Overey, etc., their heirs and assigns for ever.

³ *William Nycolson* became rector of St. Laurence in 1483, on the death of Thomas Gristwood (J. S. Davies, *Hist. of Southampton*, p. 380).

⁴ *George Cockys*, steward of the town in 1493 (J. S. Davies, *Hist. of Southampton*, p. 240).

⁵ The will here makes an unexplained transition from Latin to English.

Fol. LXIII B (*continued*).

the seid Alice, finde a discrete prest in the church of holy rodes for my sowle and all the sowlys aforeseid, and all cristen sowlys in lik fourme as and after the seid Alice. And when and assone as my seid feoffees aforenamed died or dieth to the nombre of iii persons, then the seid iii persons so seised overlyving shulde and shall make a newe and fether astate of the same iii tenements with ther appurtenaunces to so many other persons by John Adam and Robert Wright at the making herof, wardens of the seid Church of holy rodys and by ther successours for the tyme being, to be named to the same use and entent as is aforeseid. And so contynually a newe state to be made at euery tyme when the feoffees of the same happened, happeneth or shall happen to dye, to the seid nombre of iii parsons for ever. And Alice my wif shall during her lif, the seid prest take, receyue and admitte, and him remove and put away, in case she find resonable cause. And a nother to take and receyue. And in like wise my seid feoffees to do and performe after her decese foreuer. But after her decese I yeff full power and autorite, thise premisses notwithstanding, unto the seid John Adam and Robert Wright, and to ther successours Wardens of the seid Church of holy Rodes for the tyme being foreuer To entre into the seid iii tenementes and ther appurtenances and the rentes of them with ther appurtenances, to aske levey and receyue and therwith to pay the seid prest his yerely stipendy and wages aforeseid. And with the revenues and profites of the same over his wagis, to repaire and mayneteine the seid iii tenementes well and sufficiently with the same for ever. And after the decese of the seid Alys my wif, I will that the wardens of the seid Church of holy Rodes and their successours yerely take of the seid iii tenementes for ther labours if they do ther dutyes as is afore rehersed by the oversight of my seid feoffees ech of them iii s. iiii d. Also I will that Alice my wif holde my obite in the Church of holy Rodys aforeseid yerely the same day that

Fol. LXIII B (*continued*).

I depart out of this wordle, distributyng and disposing in the same day, xx s., that is to say, to the Maire, if he be present, xx d. or ellis distribute it in other mete Almes for that tyme. Item to the wardens of the seid Church of holy Rodys for tyme being to eche of them, xii d., which I will shall holde my seid obite ther after the decese of my seid wif yerely for euer. Item to the vicary or Curet of the Church, viii d., to every prest ther, iiiii, to the Clerk of the same Church, vi d., to the bedman, ii d. Item in brede, chese, ale and wine, xiii s. iiiii d., the valour of the seid iii tenements yerely ouer all charges in viii li. xiii s. iiiii d. Wherof goyth out yerely to the prest, vi li., and for my obite, xx s. disposed as is aboueseid, and to the wardens of the seid Church yerely, vi s. viii d. as is aforeseid. And yet remaynyth of the seid viii li. xiii s. iiiii d. yerely xxvi s. viii d. which I will shall remayne in my seid wife's handes during her lif. And after her decese in the handis of the wardens of the seid Church of holy Rodys and ther successours to thentent that if eny aventure fall of fire, decaysnesse or eny other wise of in or oppon the seid iii tenementes or eny of them, that they shall therwith the seid iii tenementes or eny of them reпарre, susteyne, maynetene and in all otherwise them defende and upholde. And I will and geff my full power to my seid feoffees to see that all thise premisses after my seid wife's decese be performed, doon and executed According to this my last will. And if no such come or fall of or oppon the seid iii tenements or eny of them as god forbede, Then I will that the seid xxvi s. viii d. remaynyng of the seid viii li. xiii s. iiiii d. be disposed by the seid wardens after my seid wife's decese by the oversight of my seid feoffees in ornamentis to the seid Church of holy Rodes, if it be nede or ellis in other mete Almes wher them best besemyth contynually for euer, So that thir seid prest be euer contynually founde.

Nota
pro maire
xx d.

Fol LXIV. Residuum vero omnium bonorum meorum superius non legatorum debitis meis prius solutis do et lego prefate Alicie uxori mee ut ipsa inde ordinet et disponat pro anima mea prout ipsa melius videbitur expedire deo placere et anime mee proficere. Et ut ipsa vult inde respondere coram summo Iudice in die iudicii. Et ad performandum exequendum et implendum voluntatem meam huius mei testamenti facio ordino et constituo executricem meam predictam Aliciam uxorem meam. Et supervisores eiusdem Thomam Troyes Armigerum et Willielmum Justice. Et predictus Thomas habebit pro labore suo xl s. Et predictus Willielmus xx s. In cuius rei testimonium huic presenti testamento meo presentibus¹ sigillum meum apposui. Datum apud villam Suthamptonam predictam die et Anno supradictis.²

¹ *Sic.* The word is probably a scribe's error.

² The will was enrolled, as appears by the heading, shortly after it was drawn up, and during the

The residue, however, of all my goods not above bequeathed (my debts being first paid), I give and bequeath to the aforesaid Alice my wife, that she may order and dispose of them for my soul as shall seem to her to be most expedient to please God and to profit my soul, and as she wishes to answer therefor before the highest Judge in the day of judgment. And I make, ordain and constitute as my executrix the aforesaid Alice my wife, that my will in this my testament may be performed, executed and fulfilled. And as overseers of the same Thomas Troyes, Esquire, and William Justice. And the aforesaid Thomas shall have for his work, 40 shillings, and the aforesaid William, 20 shillings. In witness whereof I affixed my seal to this my present will. Dated at the town of Southampton aforesaid on the day and year above mentioned.

lifetime of the testator, who was obviously anxious to secure the town's interest in the trust he thus created. Hence no declaration of Probate is affixed, as the will, of course, had not yet taken effect.

[*Transcribed.*]

Fol. LXIV B. Be it remembred that John Walssh, meyre of the tawne of Suthampton, the xiith day of Aprill, the xth yere of the Reign of king Harry the viith,¹ bi the assent of the Aldermen, Bailieffes, burgeises and Comynaltie of the same Towne hath graunted and geven licence unto Thomas Thomas, the kynges Countroller of his Customes of Suthampton, to ley his tymber in a plot of grounde without goddeshouse gate, and over that hath licenced the same Thomas Thomas to enclose the same grounde for the safeguard of his tymber att his own proper costes and expenses. And the same Thomas Thomas to leve it as he found it at his own cost and charge.

Rest of
Fol. LXIV B,
Fols. LXV
and
LXV B.

Blank.

[*Summarised.*]

Fol. LXVI. In the time of John Walssh, mayor.

Town of Southampton. King's common court held there before John Walssh, mayor, John Bawdewyne and John Warde, bailiffs, on Tuesday, October 13th, 11 Henry VII.²

Constantine Darell,³ Esquire, and Joan his wife, daughter and heir of William Chamberleyn, laid before the court a deed of

¹ April 19th, 1495.

² October 13th, 1495.

³ *Constantine Darell* is described in a deed of 1530 as being a gentleman of Collyngbourne, in Wiltshire, and the owner of several tenements in Southampton (*Hist. MSS. Com. Report*, XI, Appendix III, p. 93). A Constantine Darell appears in the Terrier of 1455 as the occupier of a terrier in English Street. The name here appears to have been inserted at some period later than the original date of the Terrier.

Fol. LXVI (*continued*).

feoffment whereby they granted to William Ernele¹ and Richard Dehy all their tenement with its garden and appurtenances, formerly belonging to Thomas Sese, and lying on the west of English Street between a tenement on the north formerly belonging to John Sampson, and now to the town, in which Thomas Hore, shearman, now lives; to the south of the tenement granted is Cokkerewelane. The garden granted formerly belonged to William Perys and to Agnes his wife, and from ancient times it comprised two small gardens, and lay between Halfknyghteslane, otherwise Cokkerewelane, otherwise Braggerslane, on the south, and on the north is a garden formerly belonging to William and Agnes Perys, and now to William Heckeley and his wife²: and also on the north there is a garden formerly belonging to Isabella Manton, and now to Reginald Chamber and Christina his wife, till the end of the life of the said Christina: and the garden granted was bounded by a tenement formerly John Selder's, and now belonging to Reginald and Christina Chamber, on the west, and on the east by the tenement now granted and by the tenement formerly John Sampson's and by a tenement formerly belonging to John Estwell, and recently to Gabriel Corbet and now to William Heckeley and his wife, in which Robert Yong now lives: William Ernele and Richard Dehy and their heirs and assigns are to hold the said tenements for ever of the chief lords of the fee by the customary services.

Clause of warranty.

Scaled by the grantors, and with the town seal "because our seals are unknown to many."

Witnesses: Officers as above, William Justice, sheriff, and many others.

Dated at Southampton, October 13th, 11 Henry VII.

No clause of acceptance or enrolment.

¹ *William Ernele* was town clerk from 1480 to 1501. His salary for three quarters of the year was £3 16s. 0d. He also acted as admiralty clerk (J. S. Davies, *Hist. of Southampton*, pp. 187 and 240).

² The wife's name is left blank.

[*Transcribed*].

Fol. LXVI B.¹ Tempore Johannis Walssh maioris.

(1)

Here after foloweth a copy of a bonde that the meyre of Suthampton, ballieffes and burgeys and cominalte be bounden to Philip, Archeduke of Austria and Duk of Burgondy.²

Omnibus Christi fidelibus presentes litteras inspecturis visuris vel audituris Johannes Walshe maior ville Suthampton, Johannis Bawdewyn et Johannes Warde eiusdem ville ballivi necnon burgenses et communitas ville predictæ salutem in domino sempiternam. Cum inter illustrissimum principem supremum dominum nostrum henricum dei gratia Anglie, francie que Regem ac dominum hibernie ex una et serenissimum principem Philippum eadem gratia Austrie Archeducem burgundie ducem, etc., ex altera partibus, quedam Amiciciarum, intelligenciarum et mercium intercursus mercatorumque cominacionis et alia etiam eosdem principes et subditorum suorum regnorum patriarumque utilitatem concernencia tractatus et federa de data xxiiii die mensis februarii Anno domini millesimo quadringentesimo nonagesimo quinto³ London inita, conventa, conclusa et finaliter determinata fuerint que quidem tractatus Amiciciarum et mercium intercursus vidimus et intelleximus ac pro hic insertos haberi volumus. Noveritis nos prefatos maiorem, ballivos burgenses et communitatem ville supradictæ necnon successores nostros maiores ballivos burgenses et communitatem ville predictæ qui pro tempore fuerint ad requestum et mandatum prefati domini nostri Regis ac ad suarum literarum nobis in hac parte directarum et deliberatarum quas pro hic⁴ insertas haberi volumus contemplacionem bona fide promisisse ac nos et successores nostros prefato

¹ This bond, with the royal letter and memorandum appended to it, is one of the most interesting documents in the book. The treaty for the observance of which the Southampton men bind themselves was presumably the treaty now generally known as the Intercursus Magnus. This treaty put an end to the dispute between England and Burgundy which had lasted about two years, in consequence of the support given by Margaret of Burgundy to the claims of Perkin Warbeck. As this dispute involved the suspension of relations with the Low Countries, then the mart of Europe, the English towns might have been expected to receive the treaty with joy. But London, at least, objected strongly, and only sealed the treaty under considerable pressure (W. Busch, *England under*

In the time of John Walssh, mayor.

To all the faithful in Christ who shall view, see or hear the present letters, John Walshe, mayor of the town of Southampton, John Bawdewyn and John Warde, bailiffs of the same town, and the burgesses and commonalty of the town aforesaid send eternal greeting in the Lord. Whereas certain interchanges of friendly offices, intelligence and merchandise, and of the traffic of merchants, dated at London on the twenty-fourth day of February, in the year of our Lord one thousand four hundred and ninety-five, have been begun, agreed, concluded and finally determined between the most illustrious prince our supreme lord Henry, by the Grace of God, King of England and France and Lord of Ireland, on the one part; and the most serene Prince Philip, by the same Grace, Archduke of Austria, Duke of Burgundy, etc., on the other; and also other treaties and alliances [have been concluded] touching the same princes and the convenience of their subjects, realms and countries. And these treaties of friendship and commercial agreements we have seen and understood, and we desire to have them inserted here. Know you that we, the aforesaid mayor, bailiffs, burgesses and commonalty of the town aforesaid, and our successors the mayors, bailiffs, burgesses and commonalty of the aforesaid town for the time being, at the request and command of the aforesaid lord our king and at the view of his letters directed for this purpose and delivered to us (which we desire to have enrolled here), have promised in good faith, and we and our successors have

the Tudors, J. Gairdner trans., Vol. I, p. 148). Among the other towns whose seals were required were Lynn and Canterbury (*Hist. MSS. Com. Report*, XI, Appendix III, p. 171; IX, p. 146).

² *Philip, Duke of Burgundy*, i.e., Philip the Handsome, son of Mary of Burgundy and the Emperor Maximilian; father of Charles V; born 1478; m. "the mad Joanna" of Spain; died 1506.

³ 1496 N.S.

⁴ *Sic.*

Fol. LXVI B (*continued*).

illustrissimo principi Philippo Archeduci Austrie duci burgundie, etc., eius que heredibus et successoribus sub Ipotheca et obligacione omnium bonorum nostrorum presencium et futurorum obligasse sicque per presentes promittimus et obligamus quod effectualiter procurabimus instabimus et quantum in nobis erit efficiemus quod idem dominus noster Rex eiusque heredes et successores omnia et singula predicta tam amiciciarum quam mercium intercursum omnia que singula in eisdem contenta et specificata bene plene et fideliter tenebunt observabunt et perimplebunt ac per suos subditos et vassallos quatinus eos concernunt aut imposterum concernent bene et fideliter facient teneri observari et perimpleri. In contravenientesque justiciam ministrabunt seu ministrari facient. In cuius rei testimonium presentibus sigillum Commune ville Suthamptone predicte apponi fecimus. Data vicesimo die mensis Martii Anno domini supradicto. Et anno regni dicti domini nostri Regis Anglie undecimo.

bound ourselves to the aforesaid most illustrious Prince Philip, Archduke of Austria, Duke of Burgundy, etc., and to his heirs and successors, under pledge and obligation of all our present and future wealth: and so by these presents we do promise and bind ourselves that we shall thoroughly try and endeavour, and as far as shall in us lie, secure that the same lord our king and his heirs and successors shall well, fully and faithfully maintain, observe and fulfil all and singular the aforesaid treaties, as well those of friendship as those of trade, and all and every [article] contained and specified in the same: and shall cause them to be well and faithfully maintained, observed and fulfilled by their subjects and vassals as far as [the treaties] concern them or shall in future concern them; and they shall administer justice or cause justice to be administered to those contravening them. In witness whereof we have caused the common seal of the town of Southampton aforesaid to be affixed to these presents. Dated the 20th day of March, in the abovesaid year of our Lord, and in the eleventh year of the reign of the said lord our king of England.

Fol. LXVI B (*continued*).

H. R.

By the King.

(2)¹ Trusty and welbiloved we grete you wele. And whereas our cousin Tharcheduc of Austriche and Duc of Burgoyne hath sent unto us of late the lord Bever² and other grete personages on his solempne ambassade with his request for to have with us our Royaume and subgiectes bothe amitie intelligence and entrecoors of merchandise whiche is gretly to our honor seing that the ruptur and discontinuance therof hath not stand by us and redoundeth also to the Wele and prouffite of the lieges on either side. We havynge tendre consideracion to the good and libertie of our subgiectes have bettered and made more vailable to them the said entrecoors and passed also these ambassadours booth the amitie, intelligence and entrecors forsaide. And where over this the said ambassadors have offered, instanced and promised to bynde diverse estates and diverse grete townes of thobeissaunce of our said Cousin undre the seales and sigmanuelles for the inviolable and ferme observyng of that is concluded between us and them As by a bill herin closed of the names of the said estates and townes it appereth more at large. The said Ambassadours for the igualitie and stablenesse of the matier that we sholde doe in like wise oblige certain estates and Towns of this our Royaume. We therfor remembring wele their reasonable demaunde in that behalve, and that ye also be oon of the Townes they mynde to have bounde in this caas. Wol and desire you that undre your commune seale annexed by a labell to suche writing in perchemyn³ as this berer shall deliver unto you the copie ye sende the same soe sealed unto us by the same berer. Geven under our signet at our manor of Shene the xviii day of Marche.

Endorsed. To oure trusty and welbeloved the maire and his brethren of our Towne of Southampton.

¹ This letter is the original document sewed into the Black Book on Fol. lxvib. It is one of the letters in form like a signet letter, but given under the sign manual, which are common at this date.

² Philip of Burgundy, lord of Bevers and La Vère, chamberlain of Maximilian, and Knight of the Golden Fleece.

³ Parchment.

Fol. LXVI B (*continued*).

(3)¹ Formal copy of (1) without the heading and with A.B. instead of names.

(4)² The Bisshop of Cambray, the prince of Cimay, Therl Nassou, the lord Ravesteen, the lord Bevres, the lord Berghes, the lord Egmond, the lord Clybre, the lord Aymery, the lord Molenbais, the provost of Liege and Saint Douas with the Captayne of Bruges, and the Burgh maistres of Gaunt, Ipres, Bruges, Dunkerk, Newport, Anvers, Berghes, dordraight, delve, leyd hamsterdam Middelburg, Zyrecksee, Voit, Malynes and Bryele.

¹ This formal copy of (1) is stitched into the book, as is the king's own letter, which presumably it accompanied. The Southampton burgesses, it is to be presumed, sent a copy of (1) to the king, and themselves retained the original form they had been desired to seal. It is to be noted that the bond thus sent by the central government does not only bind the town to observe the treaty but to see that the king observes it.

² This is of course the list of those persons who have bound themselves for the performance of the treaty on the Flemish side. Like No. (3) it is the original document enclosed in the king's letter and stitched into the Black Book. Of the individuals mentioned *the lord Ravesteen* may be Philip of Cleves, seigneur de Ravensteen, who promised to assist the Archduke of Austria in keeping the treaty (*Deputy Keeper's Report*, 45, Appendix I, p. 341); *the lord Berghes* is John Lord de Berghes, who made a similar promise (*ib.*); *Therl Nassou* is Englebert of Nassau (*ib.*); *the prince of Cimay* was Charles of Croye (*ib.*); *leyd*, of course, is Leyden; *Voit* is Voet; *Bryele*, Brill; *delve*, Delft. Mechlin also ratified the treaty (*ib.*). *The Bisshop of Cambray* is presumably identical with the ambassador to England in 1498 (*Calendar of Spanish St. P.*, p. 150).

[Summarised.]

Fol. LXVII. The Indenture of the Towre over the Watergate.¹

Indentures made on April the third, 1496, 11 Henry VII, between John Walssh, the mayor of Southampton, John Baudewyn and John Warde, bailiffs, the burgesses and the whole commonalty² on the one hand, and Richard Palshid,³ common-burgess, on the other. This indenture witnesseth that the mayor, bailiffs, burgesses and commonalty have leased to the aforesaid Richard Palshid the tower over the Watergate, with the house adjoining the turret, in which Margery Kyrton lives, when it shall fall into the hands of the same mayor, etc.; and also they grant him leave to build a solar or solars between the tower and the king's custom house, which belongs to the college of the Blessed Mary at Winchester called New College, and now held for a term of years by Christopher Ambrose: provided the said solar is in no way prejudicial to the town or hinders carts coming to load or unload goods, etc.⁴ Further, the mayor, etc., grant Palshid the skelyng outside the walls newly built by Roger Kelsale⁵ for storing timber, etc.; the grant of the skelyng to be void in time of war. For the tower, house, building licence and skelyng Palshid has already paid a certain sum of money down, and is also to pay the town twelve pence

¹ These indentures, both in form and substance, very closely resemble the cancelled grant made to Roger Kelsale (see Fols. 1, 11). It has therefore been thought unnecessary to do more than summarise them. The most important point of difference lies in the fact that the grant to Kelsale states that he was undertaking the care of the Water Tower out of regard for the welfare of the town, as it had fallen into ruins and its repair would burthen the town heavily; whereas the present deed is a simple indenture in an ordinary form, and contains no suggestion that the Water Tower is in a bad condition: whence it may perhaps be inferred that Kelsale's undertaking as to repairs had been carried out.

² All through the present deed the town authorities are described as "maior, ballivi, Burgenses et tota communitas," whereas in the grant to Kelsale the formula is "maior, ballivi et communitas Burgensium." For the possible significance of this change see Introduction to Vol. I.

³ Richard Palshid, recorder 1507, town clerk 1509 (J. S. Davies, *Hist. of Southampton*, pp. 98 and 185); 1509, customer at Southampton (*Letters and Papers of Henry VIII*, No. 206); 1511, commissioner of array (*ib.*, No. 1812); 1514, one of the captains of the garrison of Portsmouth (*ib.*, No. 5724). When the famous "Mary Rose" was conveyed from Portsmouth to London in 1514 Palshid provided white and green coats for the soldiers and others conveying her at 6 10 a coat, and also paid them 5/- a month each for their wages. He himself, besides being reimbursed for these expenses, received 40/- for his attendance on the ship (*ib.*, p. 954).

⁴ The stipulations here are precisely similar to those in Kelsale's grant. For the word "solar" see p. 81.

⁵ Kelsale's grant includes a licence to build the skelyng here mentioned. For the word "skelyng" see p. 18.

Fol. LXVII (*continued*).

sterling every year at the feast of the Nativity of John the Baptist; and to bear all the cost of repairs and of keeping the tower, etc., in a state of defence. His lease is for eighty-four years.¹ If his rent should fall into arrears the town may distrain. If the distress is insufficient or if the tower, etc., should fall out of repair, Palshid loses his lease. He cannot alienate his rights to any great man to the injury of the town, without the town's leave, on pain of a fine of £20. In time of war Palshid is to take down the skelyng. He is not to meddle in any way with the gate under the tower or the "portcules."

Clause of warranty.

Seals: The mayor, bailiffs, burgesses and all the community seal the part of the indenture remaining with Palshid with the town seal, and he seals the part remaining in their hands.

Witnesses: Mayor and bailiffs as above, Thomas Dymok, Vincent Tehy, Thomas Reynold and Christopher Ambrose, aldermen, William Justice, sheriff, John Goughz, steward, and many others.

Dated at Southampton the day, month and year above written.

Fol.
LXVIII.

Blank.

¹ Kelsale's grant, made in 1481, was for ninety-nine years. Thus Palshid obtains the lease for the period yet to run of Kelsale's cancelled grant, suggesting that he was in some manner Kelsale's heir.

[Summarised.]

Fol.
LXVIII B.

In the time of John Godfrey, mayor, the twelfth year of Henry VII.¹

Common court held October 18th, before John Godfray, mayor, Robert Busshop and John Fleming, bailiffs, in the above said year.²

Martin Bagworth, son and heir of Robert Bagworth,³ late merchant of the Staple of Calais, now dead, laid before the court a deed by which he, Martin, granted to Walter Warwik, husbandman, four separate tenements and gardens in the town of Southampton. Of these, one tenement with its adjacent garden is leased to Thomas Towis (or Tour), capper,⁴ and is situated in the parish of Holy Rood, in English Street, in the east part of the town, between the tenement belonging to John Lanicombe and his wife Margaret, the daughter and heir of Richard Flete,⁵ on the south, and a tenement belonging to the town of Southampton on the north; and in length it stretches eastward to a parcel of lands⁶ belonging to the vicar of Holy Rood. And another of the four gardens is leased by the aforesaid Thomas Tour, and it lies near the chapel of St. Mary Magdalen,⁷ between a close belonging to George Cockes on the north and a close belonging to the Priory of St. Denys on the south. And another tenement is now leased by William Justice, merchant, and is situated in Holy Rood, on the west side of English Street, between a tenement formerly belonging to John Jamys, and now to William

¹ *John Godfrey*, elected mayor 1496 (J. S. Davies, *Hist. of Southampton*, p. 175).

² October 18th, 1496.

³ *Robert Bagworth*, sheriff 1459, mayor 1460, 1468 and 1475 (J. S. Davies, *Hist. of Southampton*, p. 174). As sheriff he assisted in John Payne's riot against the election of the mayor (*ib.*, p. 161, and also see Introduction to Vol. I). He carried on trade on an extensive scale. Apparently he owned the "Gracedieu," as he paid the master £68 5s. 10d. for its victualling and safe custody (*Hist. MSS. Com. Report*, XI, Appendix III, p. 85). He traded in cloths (K. R. Customs a/c, 3-4 Edward IV, 142/3). He was justice of the peace in 1461 (*Pat. Rolls Cal.*, 1461, p. 572).

⁴ *The Cappers*, or makers of woollen caps, were apparently by this time an established guild in Southampton. In 1502 a capper had to pay 6/8 to the master of the craft for admission (J. S. Davies, *Hist. of Southampton*, p. 270).

⁵ *Richard Flete* was one of the largest owners of tenements and lands in Southampton. He held nine or ten tenements besides vacant land. His possessions included a large house called "le Armgate," near Polymond's Tower (see Terrier, 1455).

⁶ *Parcelle terrarum*. All the land on this side of English Street, south of East Street, was divided into orchards, gardens and closes.

⁷ Presumably on the West Marlands.

Fol. LXVIII B (*continued*).

Gunter, on the north, and a tenement recently belonging to Gabriel Corbet, and now to William Heckeley, on the south; and in length it extends westward to a garden belonging to God's House, and now held by Alan Williamson. And the other two tenements and gardens are leased by William Browne, baker,¹ and are situated in Symnelstrete by Bedellgate,² that is, between the tenement called Goddishous, where William Browne formerly lived, on the east, and a tenement called Perryn, now held by Lokyer,³ on the south, Bedellgate and the town wall on the west, and Symnelstrete is on the north. And these four tenements and their four gardens among other lands and tenements descended to Martin Bagworth by and after the death of his father, Robert Bagworth, by hereditary right.⁴ Also he granted to Walter Warwik all other lands and tenements, rents and services, in the town or county of Southampton, which had formerly belonged to Robert Bagworth and which Martin Bagworth had inherited: to be held by Walter Warwik, his heirs and assigns for ever, of the capital lords of that fee by the customary services.

No clause of warranty.

Sealed by grantor. No mention of town seal.

Witnesses: John Godfray, mayor, John Warde, sheriff, Robert Busshop and John Flemyng, bailiffs.

Dated October 16th, 12 Henry VII.⁵

¹ *William Browne, baker*, also held two tenements in All Hallows of the town for 30/8 (Overey's Terrier).

² *Bedellgate* or *Biddlesgate* was just south of the castle and north of the arcading in the walls. It stood to the north, and West Gate to the south, of the Blue Anchor or Postern Gate. Though an important entrance to the town it appears to have been a very common custom to cast away the town's rubbish there, whereby great annoyance was caused (J. S. Davies, *Hist. of Southampton*, pp. 63 and 85).

³ *Lokyer*. No christian name is given. Perhaps Adrian Lokyer, who held two tenements in the parish of St. Michael for 20/- of the town, and also a loft above the "Rounsival" for 5/- (Overey's Terrier).

⁴ *De jure Hereditarie*. If this phrase applies to the lands within the town as well as to those outside, it is of interest as showing that in Southampton at this date the rule was that lands should descend to the son. The borough rules varied greatly in this respect. Sometimes land was partible between brothers or between brothers and sisters: sometimes "borough English" held good, and sometimes primogeniture. In Nottingham the eldest son inherited in the French borough and the youngest son in the English borough. Perhaps in Southampton the strong foreign element may have influenced the town custom in the direction of primogeniture (Miss Bateson, *Borough Customs*, Vol. II, pp. xcv, xevi, 180 and 183).

⁵ October 16th, 1496.

[*Transcribed and Summarised.*]**Fol. LXIX.¹**

Ad curiam predictam coram predicto Johanne Godfray, etc., die et anno predictis venit Walterus Warwik et protulit quandam cartam refeoffamenti in hec verba.

Sciant presentes et futuri quod ego Walterus Warwik husbandman tradidi dimisi feoffavi liberavi et hac presenti carta mea confirmavi Martino Bagworth filio et heredi Roberti Bagworth, etc., et Isabelle Bagworth uxori eius ac Roberto Constable, Ricardo higham, servientibus ad legem, Jacobo Hawte Armigero, Johanni Penrice Barbitonsori, et Willielmo Smith Joynour, civibus londoniensibus omnia illa terras et tenementa mea redditus reversiones et servicia cum omnibus et singulis suis pertinenciis situata et existentia in villa Suthamptona seu alibi infra comitatum Suthampton que nuper fuerunt predicti Roberti Bagworth et que ego prefatus Walterus Warwik nuper habui michi heredibus et assignatis meis ex dono concessione et carte confirmatione predicti Martini Bagworth, habendum et tenendum omnia et singula terras et tenementa, etc., prefato Martino, Isabelle, Roberto Constable, etc., ac heredibus ipsius Martini de corpore suo legitime procreatis. Et si contingat predictum Martinum sine heredibus de corpore suo legitime procreatis obire tunc omnia supradicta terre et tenementa, etc., post mortem predictæ Isabelle remaneant Johanne Elvyngton filie predictæ Roberti Bagworth et sorori predicti Martini et heredibus suis imperpetuum de capitalibus dominis feodi illius per servicia inde debita, etc. In cuius rei testimonium huic presenti carte mee sigillum meum apposui. Hiis testibus Johannis Godfray,² etc. Data decimo octavo die Octobris anno regni regis henrici septimi post conquestum duodecimo.³

Fol. LXIX B. Blank.

¹ This deed of re-feoffment is of interest because it is executed separately from the previous feoffment. Nor are such deeds common in the Black Book. Their object was, of course, to evade the provision by which lands not held in burgage tenure could not descend according to the will of the owner; this evasion was accomplished by re-granting them to him for life only, with such provisions as he desired for their disposal after his death. In the present case it is noteworthy that the tene-

To the aforesaid court, before the aforesaid John Godfray, etc., the day and year aforesaid, came Walter Warwik and produced a certain deed of re-feoffment in these words.

Know all men present and to come that I, Walter Warwik, husbandman, have handed over, demised, enfeoffed and delivered, and by this my present deed have confirmed, to Martin Bagworth, son and heir of Robert Bagworth, etc., and to Isabel Bagworth his wife, and to Robert Constable, Richard Higham, sergeants-at-law, James Hawte, Esquire, John Penrice, barber, and William Smith, joiner, citizens of London, all my lands and tenements, rents, reversions and services, with all and singular their appurtenances, situated in the town of Southampton or elsewhere within the county of Southampton, which were formerly the aforesaid Robert Bagworth's, and which I, the aforesaid Walter Warwik, lately had for myself, my heirs and assigns, by the gift, grant and confirmation of the deed of the aforesaid Martin Bagworth: to have and to hold all and singular the lands, tenements, etc., to the aforesaid Martin, Isabel, Robert Constable, etc., and to the heirs of the same Martin, lawfully begotten of his body. And if it happens that the aforesaid Martin should die without heirs lawfully begotten of his body, then all the abovesaid lands and tenements, etc., after the death of the aforesaid Isabel, shall remain to Joan Elvyngton, daughter of the aforesaid Robert Bagworth, and sister of the aforesaid Martin, and to her heirs for ever: to be held of the chief lords of that fee by the services thence due, etc. In witness whereof I have affixed my seal to this my present deed. These being witnesses, John Godfray, etc. Dated October 18th, in the twelfth year of the reign of King Henry the Seventh after the Conquest.

ments Bagworth held in Southampton, and therefore presumably held by burgage tenure, are included in the settlement.

² Witnesses as in last deed.

³ October 18th, 1496.

[*Transcribed*].

Fol. LXX. Tempore Vincencii They maioris. Copia Testamenti Ricardi Gryme.

In dei nomine amen. Quarto die mensis maii anno domini millesimo cccc octuagesimo septimo. Ego Ricardus Gryme de villa Suthamptona burgensis compos et sanus memorie condo testamentum meum in hunc modum. In primis lego animam meam deo omnipotenti beate Marie virginis et omnibus sanctis corpusque meum ad sepuliendum in ecclesia beate Marie virginis juxta villam Suthamptonam coram ymagine beate Marie de pietate. Item lego Cathedrali ecclesie Sancti Swithini in Winton vi d. Item lego ecclesie beate Marie virginis ubi corpus meum sepulietur xii d. Item lego summo altari ecclesie omnium sanctorum pro oblacionibus meis oblitis vi d. Item lego eidem altari meum optimum tual de diaper. Item lego altari sancti Loye¹ in ecclesia omnium sanctorum meum optimum mappale² de diaper. Item lego cuilibet ecclesie parochiali in villa Southamptona existenti xii d. Item lego et volo quod Vincencius Tehy habebit meum tenementum cum totis suis pertinenciis sibi heredibus et assignatis suis imperpetuum sub tali condicione quod predictus Vincencius inveniet unum capellanum ydoneum ad celebrandum pro anima mea et pro anima Johanne nuper uxoris mee et pro animabus omnium fidelium defunctorum in ecclesia omnium sanctorum per spacium unius anni integri que quidem tenementum jacet in le West Strete Cicestrie situatum inter tenementum Henrici Grenelefe ex parte occidentali et tenementum dominorum diaconi³ et capitularium ecclesie Cicestrie in parte orientali. Et si predictus Vincencius non inveniat unum capellanum ydoneum per spacium unius anni integri tunc volo quod predictus domus venditus fuerit ad valorem maximum per predictum Vincencium et Margeretam uxorem meam meos executores vel per suos assignatos et volo quod summa pecunie inde proveniens inveniat unum capellanum ydoneum celebraturum per spatium unius anni supradicti in ecclesia predicta. Et eciam volo quod Margeria⁴ uxor mea et

¹ *St. Loye*, i.e., St. Elol, patron saint of goldsmiths.

² *Mappale*. Presumably from "mappa," a napkin. Du Cange gives "mappula" as meaning a handkerchief, but the context here suggests something larger.

In the time of Vincent They, mayor. Copy of the Will of Richard Gryme.

In the name of God, Amen. On the fourth day of the month of May, in the year of the Lord one thousand four hundred and eighty-seven. I, Richard Gryme, burgess of the town of Southampton, being of sane and sound mind, make my will in this manner. First, I leave my soul to Almighty God, the Blessed Virgin Mary and all the Saints, and my body to be buried in the church of the Blessed Virgin Mary, near the town of Southampton, in front of the image of the Blessed Mary of Pity. Also I leave to the church of Saint Swithin at Winchester, 6d. Also I leave to the church of the Blessed Virgin Mary where my body is to be buried, 12d. Also I leave to the high altar of the church of All Saints, for my forgotten offerings, 6d. Also I leave to the same altar my best towel of diaper. Also I leave to the altar of Saint Loye, in the church of All Saints, my best tablecloth of diaper. Also I leave to each parish church in the town of Southampton, 12d. Also I bequeath and will that Vincent Tehy shall have my tenement with all its belongings, for himself and his heirs and assigns for ever, on this condition, that the aforesaid Vincent shall find a chaplain capable of celebrating [mass] for my soul and for the soul of Joan formerly my wife, and for the souls of all faithful dead, in the church of All Saints, for the space of one whole year; and this tenement is situated in le West Street of Chichester, between the tenement of Henry Grenelefe on the west side and the tenement of the lord dean and chapter of the church of Chichester on the east side. And if the aforesaid Vincent shall not find a suitable chaplain for the period of one whole year, then I wish that the aforesaid house shall be sold at its greatest advantage by the aforesaid Vincent and Margaret my wife, my executors or by their assigns, and I wish that the sum of money thence arising shall provide a chaplain qualified to celebrate [mass] for the period of the one year above named in the aforesaid church. And also I wish that Margaret my wife and Vincent

³ *Sic.* Presumably a mistake for "decani."

⁴ *Sic.* It is rather unusual to find the forms "Margeria" and "Margareta" used of the same person in the same document.

Fol. LXX (*continued*).

Vincencius Tehy vendant de thesauris meis tantum quod invenire possent unum capellanum ydoneum celebraturum per spacium unius anni integri in ecclesia omnium sanctorum supradicta. Et eciam volo quod Margeria uxor mea habeat et gaudeat omnia terras et tenementa ut sequitur recitata, primo et principaliter unum tenementum quod ego remanebam¹ quod appellatur in carta ejusdem facta duo parva cotagia cum vacua placea terre cum gardino eisdem adjungenti et omnibus aliis pertinenciis situata in villa Suthamptona in vico ibidem vocato le engliss strete in orientali parte ejusdem vici in parochia omnium sanctorum inter vacuam placeam terre presentatoris² ecclesie beate Marie virginis que Johannes Selder tenet ex parte boriali et tenementum que nuper edificavit Adam Merssh ex parte australi et extendit in longitudine a vico Anglico vocato le englisse strete ex parte occidentali usque et versus gardinum quondam Johannis Dounton et postea Walteri Veer ex parte orientali. Et eciam unum aliud tenementum jacens in villa Suthamptona predicta in vico ibidem vocato le englisse strete in occidentali parte ejusdem vici in parochia omnium sanctorum inter tenementum nuper Ricardi Kent ex parte boriali et tenementum Willielmi Flete ex parte australi quod quidem tenementum superius recitatum quondam fuit Johannis Nutbeme nuper burgensis ville Suthamptone et Isabelle uxoris sue. Et eciam omne tenementum meum cum pertinenciis situatum ibidem in parochia omnium sanctorum in orientali parte vici supradicti inter tenementum quondam Agnetis Nutbeme et modo prefati Ricardi Gryme ex parte australi et tenementum prioris de goddishous ex parte boriali; quod quidem tenementum cum suis pertinenciis nuper habui ex dono et feoffamento Thome Kymbrigge et Alicie uxoris sue et Johannis Kymbrigge filii prefati Thome et Alicie uxoris sue. Et eciam unum mesuagium cum suis pertinenciis situatum in occidentali parte vici vocati Abovebarre Strete ville Suthamptone inter mesuagium Alexandri Deye ex parte australi et mesuagium prioris de Berton in Insula Vecta ex parte boriali. Et eciam omne mesuagium cum pertinenciis vocatum le goodwyns place in villa Nove Alresford quod

¹ Sic.² Sic.

Tehy shall sell as much of my treasures as shall provide a suitable chaplain to celebrate [mass] for the period of one whole year in the church of All Saints aforesaid. And also I will that Margaret my wife shall have and enjoy all lands and tenements enumerated as follows. First and chiefly, a tenement in which I used to dwell, that is called in the deed made concerning the same, two small cottages with vacant plot of ground and garden adjoining them and all other appurtenances situated in the town of Southampton, in the street there called English Street, on the east side of the same street, in the parish of All Saints, between the vacant plot of ground belonging to the precentor of the church of the Blessed Virgin Mary which John Selder holds, on the north side, and the tenement which Adam Merssh lately built, on the south side; and it extends in length from "vico Anglico," called "le Englisshe strete," on the west side, as far as and towards the garden once belonging to John Dounton and afterwards to Walter Veer, on the east side. And also another tenement lying in the town of Southampton aforesaid, in the street there called "le Englisshe strete," on the west side of the same street, in the parish of All Saints, between the tenement formerly belonging to Richard Kent on the north side and the tenement of William Flete on the south side, and that tenement above mentioned at one time belonged to John Nutbeme, formerly burgess of the town of Southampton, and Isabella his wife. And also my whole tenement with its appurtenances, situated in the parish of All Saints, on the east side of the street above mentioned, between the tenement formerly belonging to Agnes Nutbeme and now to the aforesaid Richard Gryme, on the south side, and the tenement of the Prior of God's House on the north side; and this very tenement with its appurtenances I held lately by the gift and enfeofment of Thomas Kymbrigge and Alice his wife, and John Kymbrigge, son of the aforesaid Thomas, and Alice his wife. And also a messuage with its appurtenances situated on the west side of the street called "Abovebarre Strete," of the town of Southampton, between the messuage of Alexander Deye on the south side and the messuage of the Prior of Berton in the Isle of Wight on the north side. And also the whole messuage with its appurtenances called "le Goodwyne place," in the town of New

Fol. LXX (*continued*).

situatur ibidem in vico Alto ville predicte inter messuagium nuper Willielmi Overton ex parte boreali et unum hospitium collegii beate Marie Virginis Winton ex parte australi et quod messuagium superius recitatum appellatur Goodwyns place que Thomas plaistow nuper mortuus tenuit. Et eciam quinque acras pasture et dimidia acra terre arabilis jacentes in campis ville supradicte in quarantena¹ vocata Basteletton inter terram Rectoris de Alresford ex parte australi et terram nuper Johannis Matter ex parte boreali; omnia ista terre et tenementa mea superius recitata volo quod Mageria uxor mea teneat et gaudeat durante vita sua custodiendo eorundem reparaciones sufficientes et obitum meum annuatim sexto die Maii ad valorem viginti et iiii^{or} solidos ut postea recitatur. Inprimis maiori ville Suthamptone vel suo locum tenenti existenti apud obitum meum xx d. Item suo servienti iiii d. Et si contingat quod predictus maior vel suus locum tenens non fuerit apud meum obitum et missam quod tunc volo quod predicti xx d. distribuuntur in elemosina pauperis hominibus. Item lego Rectori omnium Sanctorum xx d. Item lego clerico parochiali ejusdem ecclesie viii d. Item lego cuilibet curato in villa Suthamptone existenti viii d. Item cuilibet parochiali clerico ejusdem ville vi d. Item curato ecclesie beate Marie Virginis viii d. Item parochiali clerico ejusdem ecclesie vi d. Item in pane vocato le bonnys v s. viii d. Item in pane vocato le lofe brede ii s. iiii d. Item in caseo xii d. Item in servicia iii s. vi. d. Item in vino xvi d. Et eciam volo quod post decessum Margerie uxoris mee quod omnia predicta terrae et tenementa mea cum omnibus suis pertinenciis plene revertantur Johanni Gryme filio meo et heredi et post decessum ipsius Johannis revertantur plene heredibus de corpore suo legitime procreatis et quod ipse et heredes de corpore suo legitime procreati bene repareant seu reparari facient predicta terras et tenementa cum omnibus suis pertinenciis et eciam custodiant obitum meum annuatim prout superius recitatur. Et si contingat predictum Johannem Gryme obire sine heredibus de corpore suo legitime procreatis quod absit tunc volo quod maior ville Suthamptone et comburgenses ejusdem ville intrent in predictis² terris et tenementis cum omnibus suis pertinenciis

¹ A square furlong (see Martin, *Record Office Interpreter*).

² *Sic*.

Alresford, which is situated there in the High Street of the town aforesaid, between the messuage formerly belonging to William Overton on the north side and a hospice of the college of the Blessed Virgin Mary at Winchester on the south side, and the messuage above mentioned called "Goodwyns Place," which Thomas Plaistow, lately dead, held. And also five acres of pasture and half an acre of arable land lying in the fields of the town aforesaid, in rood called "Basteletton," between the land of the Rector of Alresford on the south side and the land formerly belonging to John Matter on the north side. All these my lands and tenements above mentioned I will that Margery my wife shall hold and enjoy during her life, by keeping them in sufficient repair and by keeping my obit annually on the sixth day of May, to the value of twenty-four shillings, as is afterwards recounted. Firstly, to the mayor of the town of Southampton or his *locum tenens* present at my obit, 20d. Also to his servant, 4d. And if it happens that the aforesaid mayor or his *locum tenens* was not at my obit and mass, then I will that the aforesaid 20d. shall be distributed in alms to poor men. Also I leave 20d. to the Rector of All Saints. Also I leave to the parish clerk of the same church, 8d. Also I leave to each parish priest living in the town of Southampton, 8d. Also I leave to each parish clerk of the same town, 6d. Also to the parish priest of the church of the Blessed Mary the Virgin, 8d. Also to the parish clerk of the same church, 6d. Also in bread called "le bonnys," 5/8. Also in bread called "le lofe brede," 2/4. Also in cheese, 12d. Also in beer, 3/6. Also in wine, 16d. And also I will that after the death of Margery my wife all my aforesaid lands and tenements with all their appurtenances shall revert entirely to John Gryme, my son and heir. And after the death of the same John shall revert to the heirs of his body legally begotten, and that he and the heirs legally begotten of his body shall thoroughly repair or cause to be repaired the said lands and tenements with all their appurtenances, and also they shall keep my obit annually as above declared. And if it happen that the aforesaid John Gryme dies without heirs of his body legally begotten (which God forbid), then I will that the mayor of the town of Southampton and fellow-burgesses of the same town may enter in the aforesaid lands and tenements

Fol. LXX B (*continued*).

custodiendo reparaciones eorumdem sufficienter et eciam obitum meum annuatim quod attingit ad summam xxv s. viii d. De quibus xxv s. viii d. volo quod senescallus ejusdem ville qui pro tempore fuerit habeat pro suo labore circa meum obitum xx d. Et predicta summa de xxiiii s. distribuenda fuerit prout superius recitatur. Et si contingat quod predictus maior et comburgenses ejusdem ville non custodiant reparaciones predictorum tenementorum meorum cum suis pertinenciis sufficienter et eciam obitum meum de xxv s. viii d. annuatim apud diem superius limitatum tunc volo quod prior domus et ecclesie sancti Dionisii et conventus ejusdem intrent in meis terris et tenementis, etc. Et si contingat quod dictus prior necque conventus ejusdem ecclesie non custodierint istam meam ultimam voluntatem prout superius recitatur tunc volo quod praesentator ecclesie beate Marie virginis juxta Suthamptonam intrent in¹ predictis meis² terris tenementis, etc., et ea custodire imperpetuum bene et in pace custodiendo eorumdem reparaciones et eciam obitum meum annuatim de summa de xxv s. viii d. apud diem superius recitatum et perantea nominatum. Residuum vero omnium bonorum meorum mobilium et immobilium non legatorum, omnibus debitis meis solutis et ista mea ultima voluntate plenarie completa, do et lego Margerie uxori mee et Vincencio Tehy quos facio et constituo meos veros executores. Ita quod ipsi disponant ea prout illis melius videbitur expedire pro salute anime mee et animabus omnium parentum et benefactorum meorum et animabus omnium fidelium defunctorum. In cujus rei testimonium huic presenti ultime voluntati mee et testamento sigillum meum apposui. Datum apud villam Suthamptonam die mensi et anno supradicto.

**Approbacio
testamenti
predicti.**

Tenore presencium nos Johannes permissione divina Cantuariensis Archiepiscopus totius Anglie primatus et Apostolici sedis legatus³ notum facimus universis quod tercio die mensis Augusti anno domini millesimo cccclxxxvii apud lamehith⁴ probatum fuit coram nobis et per nos approbatum et insinuatum testamentum Ricardi Gryme presentibus annexum habentis, dum vixit et mortis sue tempore bona in diversis diocesibus nostre Cantuariensis provincie cujus pretextu ipsius testamenti approbacio et insinuacio ac administracionis bonorum et

¹ Sic. The Latin of this deed is very careless.

² Sic.

with all their appurtenances, by keeping them in sufficient repair, and also by keeping my obit annually, which amounts to the sum of 25/8. And of this 25/8, I will that the steward of the same town, for the time being, may have 20d. for his work concerning my obit. And the aforesaid sum of 24/- shall be distributed as shown above. And if it happens that the aforesaid mayor and fellow-burgesses of the same town do not sufficiently keep in repair my aforesaid tenements with their appurtenances, and also [do not maintain] my obit yearly of 25/8 on the day above specified, then I will that the Prior of the house and church of St. Denys and the convent of the same shall enter into my lands and tenements, etc., as above mentioned. And if it happens that the said Prior nor convent of the same church shall not keep this my last will as set out above, then I will that the precentor of the church of the Blessed Virgin Mary near Southampton shall enter into the aforesaid lands and tenements, etc., and shall keep them for ever, and keep them well and peacefully and keep them in repair, and also [maintain] my obit yearly of the sum of 25/8, on the day above mentioned and before named. The remainder of all my goods, moveable and immoveable, not bequeathed (all my debts having been paid and my last will entirely fulfilled), I give and bequeath to Margery my wife and Vincent Tehy, whom I make and appoint my true executors. So that they distribute them as they may consider most useful for the welfare of my soul, and the souls of my parents and benefactors, and the souls of all faithful departed. In witness whereof I have affixed my seal to this my last will and testament. Dated at the town of Southampton on the day, month and year aforesaid.

Probate
of the
aforesaid
Will.

By the substance of these presents, I, John, by divine permission Archbishop of Canterbury, Primate of all England and legate of the Apostolic see, make known to all men that on the third day of the month of August, in the year of our Lord one thousand four hundred and eighty-seven, the will of Richard Gryme, annexed to these presents, was proved before us at Lambeth, and approved and recorded by us. [And Richard Gryme] during his life and on the day of his death possessed goods in different dioceses of our province of Canterbury; for which reason, the probate and enrolment of his will, and the

³ Cardinal Morton, archbishop 1486-1501.

⁴ Lambeth.

Fol. LXX B (*continued*).

debitorum suorum commissio administracionisque hujusmodi computi calculi sive ratiocinii auditio finalisque liberacio sive dimissio ab eadem ad nos solum et insolidum et non ad alium nobis inferiorem iudicem de iure prerogativa et consuetudine iuris et ecclesie mee Cantuariensis hactenus quiete pacifice et inconcusse in hac parte usitata et observata legitimeque prescripta dinoscuntur notorie pertinere commissa fuit administracio omnium et singulorum bonorum et debitorum dicti defuncti Margerie Relicte et executrici et Vincencio executori in dicti testamento nominatis in persona Johannis Gryme procuratoris sui in hac parte sufficienter constituti de bene et fideliter administrando eadem, ac de pleno et fidei Inventorio omnium et singulorum bonorum et debitorum hujusmodi conficiendo, et nobis citra festum Sancti Michaelis proximum futurum exhibendo necnon de plano et vero compoto et calculo sive Ratiocinio nobis aut successoribus nostris in ea parte reddendo ad sancta dei Evangelia in persona procuratoris sui hujusmodi jurati. Datum sub sigillo meo die mensis Anno domini et loco predictis. Et nostre translationis Anno primo.

END OF VOLUME II.

commission for the administration of his goods and debts, and the audit of the administration of this kind of computation account and calculation, and the final livery or dismissal from the same, are notoriously known to belong to us only and entirely, and not to another jurisdiction inferior to ours, by law, prerogative and the custom of law, and in my church of Canterbury up to this time have been quietly, peacefully and without impeachment used and observed in this matter, and lawfully established by custom: let the administration of all and singular the goods and debts of the said defunct be committed to Margery, widow and executrix, and to Vincent, executor named in the said will, in the person of John Gryme, their proctor sufficiently constituted on this behalf, for truly and faithfully administering these matters, and making up a full and true inventory of all and singular the goods and debts in this kind, and presenting it to us before the feast of St. Michael next ensuing, and rendering a clear and true account, calculation or computation to us or our successors in this behalf sworn in the person of their proctor on the holy Evangelists of God. Dated under my seal, the day, month, year of our Lord and place aforesaid, and in the first year of our translation.

END OF VOLUME II.

ERRATA.

Page 43—Fol. XXXVIII B is here placed before the deed beginning on Fol. XXXVIII for convenience of printing.

Page 84—Line 1, "Turra" *should be* "Turre."



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